



PURCHASING DEPARTMENT
515 NORTH AVENUE
NEW ROCHELLE, NY 10801

RFP # 26-06
REQUEST FOR PROPOSAL FOR
UNIVERSAL PRE-KINDERGARTEN PROGRAM
DUE: OCTOBER 9, 2026, 2:00PM

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

The City School District of New Rochelle is a high-performing urban/suburban school district serving a highly diverse population of approximately 10,000 students, prekindergarten through 12th grade.

The City School District of New Rochelle, hereinafter referred to as “the District,” invites proposals (“RFP”) from qualified agencies (The Agency) to administer the District’s Universal Pre-Kindergarten (Pre-K) Program for the 2027-2028 school year, with an option to renew for the 2028-2029, 2029-2030, 2030-2031, 2031-2032 school years. The District is seeking the Agency to provide the site and run the entire program and hereby invites the submission of proposals for the following professional services:

UNIVERSAL PRE-KINDERGARTEN PROGRAM

RFP # 26-06

Due Date: **October 9, 2026, 02:00PM**

Specifications and forms may be obtained from the Purchasing Department beginning September 15, 2026. All addenda will be transmitted via bidnet.com. Questions and notice of interest related to this RFP should be submitted in writing to Meilisa Arlt, Purchasing Agent, at marlt@nredlearn.org no later than 3:00 PM Friday, September 25, 2026. Specify “RFP for Universal Pre-Kindergarten Program” in the subject line.

Responses to all questions received will be addressed at the virtual Pre-Proposal Conference, on Tuesday, September 29, 2026, at 12:00 PM, then posted to the school district’s website and BIDNET on Thursday, October 1, 2026. The purpose of this conference is to allow interested Agencies an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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 designated person is not official and may be inaccurate.

Interested firms are invited to submit one original signed proposal, one (1) copies and one (i) electronic copy via USB. The proposal shall be made in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered, no later than 2:00 PM, ET, on Friday, October 9, 2026, to the following address:

City School District of New Rochelle
Purchasing Department
Attn: Meilisa Arlt, Purchasing Agent
515 North Avenue
New Rochelle, NY 10801

The sealed envelope shall be marked on the outside lower left corner with the words “RFP for Universal Pre-Kindergarten Program.” It is the Proposer’s sole responsibility to ensure that the proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline. Firms are responsible for checking the website periodically for any updates or revisions to the RFP.

TENTATIVE TIMELINE

September 15, 2026	RFP Release to the Marketplace
September 25, 2026	Deadline for Questions, 03:00 PM, ET
September 29, 2026	Virtual Pre-Proposal Conference, 12:00 PM, ET Zoom link
October 1, 2026	Response to Questions Posted on the School District’s Webpage
October 9, 2026	Deadline for Submittal of Proposals 02:00 PM, ET
October 19, 2026	Administrative Review
October 26-27, 2026	Evaluation of Proposals
November 5, 2026	Recommendation to the CSDNR Board of Education

The District is not responsible for proposals opened prior to the time and date of the opening if the identifying information does not appear on the envelope. Proposals opened prior to the time and date of the opening are invalid. The District, reserves the right to accept each proposal by individual item, by category, by groups of items or as a whole, or in its discretion, to reject all proposals.

The District also reserves the right to waive any informality in the proposal process if determined to be in the best interest of the District. Proposals opened and read shall remain irrevocable for the contract period. The award of contracts, if at all, shall be made as soon as practicable after the opening. Any quantities, if shown, are estimates and not guaranteed.

The board of education reserves the right to consider qualification, experience, and reputation, as well as the specific qualifications of a proposer set out herein, in considering proposals and awarding the contract. The board of education reserves the right to reject any or all proposals in its discretion.

Meilisa Arlt
Purchasing Agent
Dated: September 15, 2026

CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP # 26-06 UNIVERSAL PRE-KINDERGARTEN PROGRAM

CONTRACT TERM

The contract, once awarded, shall be in effect from July 1, 2027 through June 30, 2028, 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 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 of up to 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 45 days following the date of the opening, and shall thereafter remain firm until and unless the Proposer provides written notice to the City School District of New Rochelle, Purchasing Agent that the proposal has been withdrawn.

CONTRACT TERM RENEWAL

The awarded firm will notify the District in writing no later than 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.

SCOPE OF WORK

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 prekindergarten 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, the following:

- A. A minimum of 5 hours per day, five days per week program for the four-year-olds (children born in 2023) for at least 180 days during the 2027-2028 school year for a full-day program.
- B. The program must be aligned with all City School District of New Rochelle policies and will meet the requirements of the policies and procedures set forth in Appendix A (Page 23). The proposer will also follow all the regulations and policies regarding State Funded Universal Prekindergarten ("UPK") registration and enrollment.
- C. Agency must be able to screen the new entrants (Part 117 of Regulations) and progress monitor 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 Common Core and the Next Generation Learning Standards during the contracted period.

- E. The Agency will also adopt district 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. 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.
- G. Provide support services to children and families such as social and health related services by partnering with the District and other established partners such as Open-Door Medical Centers Family Services of Westchester.
- H. Teachers, leaders, and staff are expected to participate in District provide professional development days when made available.
- 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 early numeracy skills (counting and cardinality, operations and algebraic thinking, measurement and data, and geometry)
 - 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/sssel.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:
 - i. Understand language development.
 - ii. Recognize the connection between the home language and English.

- iii. Connect oral language to emergent literacy.
 - iv. Provide English language acquisition support for English language learners.
 - v. Developmentally, culturally, and linguistically responsive Pre-K academic curriculum and instruction.
- K.** Security services will include an entrance greeter/security person.
- L.** 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.
- M.** The Agency will keep daily attendance records and will provide them monthly to the District's Administrator of the Pre-Kindergarten Program.
- N.** The Agency will support the family and District in registration by forwarding all completed Universal Pre-K application forms plus the following proof of residency to the District Administrator of the Pre-Kindergarten Program at 515 North Avenue, New Rochelle, NY 10801 for each child (unless this information has already been provided to the Administrator of the Pre-Kindergarten Program during District registration).
- O.** Universal Pre-Kindergarten regulations specify that the nursery/daycare center cannot charge parents for the portion of its program that is paid for by Universal Pre-Kindergarten funds. As a result, all participating families may be asked to sign a form verifying that they are not being charged tuition at all. In addition, if a proposer is reimbursed by an outside funding source (e.g. State, Federal and or foundation funds) for a child, it cannot also accept Universal Pre-Kindergarten funding for the portion of the day already being subsidized.

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 Quality Assurance review. It is the expectation that the Agency participated in any and all program evaluations conducted or facilitated by the district. The Agency must attend leadership meetings with the District annually when offered.
- 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 processes, 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 Rochelle.
 - K. The District will pay each agency a base pay for each student. For the FY 27-28 the pay is \$9,800 per student in a full-day program. Rates are subject to change as per NYSED base pay and at the District discretion.

TRANSPORTATION

The District will not provide transportation for UPK students. Should transportation be required, the agency shall be solely responsible for providing transportation.

NYSED REQUIREMENTS

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>

PROPOSAL SUBMISSION, SCORING AND EVALUATION

Please provide one (1) original, and one (1) copies of your proposal response. **Submittals that are faxed, or emailed, will NOT be accepted.** Proposals received will be evaluated by a committee to be determine at a later date. 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 described below:

Section Number	Category	Possible Points*	Weight
Section 1	Agency Background	4	10%
Section 2	Program and Services	4	50%
Section 3	Program Staffing	4	20%
Section 4	Program Budget	4	10%
Section 5	Experiences and Assurances	4	10%
Overall Evaluation: Per section, Earned Points X Weight = Score. Total will be the sum of the 5 sections.			

A 4-point rubric will be used to measure each category.

- 4 points: Meets all requirements
- 3 points: Meets most requirements
- 2 points: Meets many requirements
- 1 point: Meets some requirements
- 0 points: Does not meet requirements

Overall Evaluation:

Per section, earned points X Weight = Score.

Total will be the sum of the 5 sections.

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

Proposals will be evaluated considering the methods to be used to meet the requirements of the Scope of Work 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 this 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 advantageous to the School District, considering the Proposal Evaluation criteria in this section. In making the determination of the award, the School District's decision will be final.

The District reserves the right to: (i) not select any of the 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 Board of Education or its designee, may, at its discretion, request any one or all agencies to make oral presentations. Such presentations will provide agencies with an opportunity to answer any questions the Board of Education or its designee may have regarding the agency's proposal. Not all agencies may be asked to make such oral presentations.

TECHNICAL PROPOSAL REQUIREMENTS

Each proposer shall respond to each section to the descriptors located in the body of this document in order to detail how your organization will meet the goals and objectives of the New Rochelle Union Free School District Pre-Kindergarten Program Plan.

A. Agency Background:

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

B. Program and Services:

1. How the agency will meet the goals and objectives of the City School District of New Rochelle's Pre-Kindergarten Program and help kids in their transition to kindergarten.
2. Detail how a child's progress will be documented by assessments.
3. Detail the agency's meal plan as per Paragraph "F" in page 6.
4. Describe the early childhood services the agency would provide through the Pre- Kindergarten program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education and the NYS Prekindergarten Foundation for the Common Core.
 - Provide support services to children and families such as social and health related services.
 - The on-going staff learning opportunities in which Pre-Kindergarten staff would be engaged.
 - How many students can the organization provide services for?
 - How many classrooms can the organization support?
 - How many hours per day can the Pre-Kindergarten Program operate?
5. How the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).
6. Detail the Agency's standards and procedures for ensuring appropriate sanitation and custodial services.
7. Describe the collaborative relationship the agency proposes to have with the City School District of New Rochelle.
8. Resume and detailed work experience of the Education Program Director.

C. Program Staffing:

1. Explain the administrative structure of the agency and how records are managed within the agency. Describe documentation procedures followed by the agency.
2. Describe the supervisory structure for the proposed Pre-Kindergarten services, include detailed resumes of all staff that will be assigned to this contract.
3. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.

4. Describe the educational background, including degrees and professional certifications, held by the Program Director and Teachers. Please note, unless all universal prekindergarten teachers at an eligible agency site possess a teaching license or certificate valid for services in the early childhood or childhood grades, the agencies operating such programs should employ an on-site education director during the hours the prekindergarten program runs. If one or more teachers from the eligible agency does not have certification in the early childhood grades, an on-site director is required and is responsible for program implementation. If the on-site director does not have the required certification, the agency must employ an on-site education director who has the following:
 - At a minimum, a bachelor's degree or higher in early childhood education, AND
 - Have a study plan to become certified within 5 years upon the start date of their appointment of an on-site director. These study plans must be submitted to the district by July 31st.

D. Program Budget:

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

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

E. Experiences and Assurances: The proposal package shall include the following items:

- 1) One (1) original and one(1) hard copy
- 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 annually renew for 2028-2029, 2029-2030, 2030-2031, 2031-2032 school years.
- 4) Three (3) references with name and contact information.
- 5) Proof of Insurance. Agency **MUST** submit proof of insurance. Coverage requirement is detailed in the insurance requirements. Failure to supply the appropriate insurance documents can be used as grounds for disqualification and or cancellation of contract and non-payment for services rendered.
- 6) List of school district clients to whom services were provided in:
 - 2024-2025 school year.
 - 2025-2026 school year.
- 7) The name(s) of principals, partners, or employees in the agency who have done business with the City School District of New Rochelle in the last 5 years and the nature of that business with the District. For purposes of this subparagraph, "doing business with the District" includes vending or other contractual obligations to the

- District or being an applicant for employment in the District.
- 8) Disclosure and description of any disciplinary proceedings pending against the Agency in any jurisdiction or whether discipline has been previously imposed against the Agency in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.
 - 9) Disclosure and description of any arrests or convictions against any members of the agency.
 - 10) Assurance of ability to provide executed copies of the Certificates of Insurances.
 - 11) The District is seeking to have the entire program run by the outsourced agency and take place at a site provided by the agency. 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.
 - Proof of Insurance.
 - 12) A completed Agency Information Form (**See Appendix B**).
 - 13) A completed Non-Collusive Certification (**See Appendix C**).
 - 14) A completed Non-Collusive Resolution (Required for Corporations) (**See Appendix D**).
 - 15) A completed Background / Criminal Check Certification (**See Appendix E**).
 - 16) A completed Proposer Warranties (**See Appendix F**).
 - 17) A completed and notarized Iran Divestment Act Certification (**See Appendix G**).
 - 18) A completed and notarized Hold Harmless Agreement (**See Appendix H**)
 - 19) A completed reference list (**See Appendix I**)
 - 20) A completed (SAM) CERTIFICATION FORM
 - 21) A completed W-9 form.

REQUEST FOR PROPOSALS 26-06
UNIVERSAL PRE-KINDERGARTEN PROGRAM

GENERAL INFORMATION AND CONDITIONS

1. Proposals must be presented in a sealed, opaque envelope addressed as follows:

Meilisa Arlt - Purchasing Agent
City School District of New Rochelle
515 North Avenue
New Rochelle, NY 10801
UNIVERSAL PRE-KINDERGARTEN PROGRAM

2. Proposals will be received **OCTOBER 9, 2026 02:00 PM** The City School District of New Rochelle (the "District") will not reimburse responding persons or entities for any expenses incurred in preparing, clarifying and/or negotiating proposals submitted in response to this request.
3. During the evaluation process, the City School District of New Rochelle reserves the right, where it may serve the District, to request additional information or clarifications from proposers, or to allow corrections or omissions. At the discretion of the District, proposers may be requested to make oral presentations or to attend a meeting or interview as part of the evaluation process. Proposers will not be paid or reimbursed for any time spent or expenses incurred in making a presentation or attending any meeting or interview as part of the evaluation process.
4. The City School District of New Rochelle reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected. Submission of a proposal indicates acceptance of the conditions contained in this Request for Proposal ("RFP"), unless clearly and specifically noted in the resulting contract between the District and the selected proposer(s).
5. **Proposals must include one (1) original/hardcopy, one (1) hard copies and one (1) electronic copy via USB with the subject line stating "RFP – UNIVERSAL PRE-KINDERGARTEN PROGRAM"**
6. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and numbers. In a case of discrepancy between the two, the amount written in words will govern. Prices and information required, except signature of the proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be handwritten in ink. Facsimile, printed, or typewritten signatures are not acceptable.
7. A proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.
8. All information received in response to this RFP shall become the property of the District. All

proposals may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the proposer has designated and the District concurs that certain information constitutes a trade secret or other proprietary information or data. If a proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.

9. Upon selection, the terms of the General Information and Conditions, the Specifications and the selected proposal will become incorporated into and form a part of the contract between the District and the selected proposer(s). The form of contract that the District intends to use is included in Appendix 11 and any exception to any provision in the attached form of contract (See Appendix 11) or requested deviation therefrom (addition, deletion, modification) must be submitted with the proposal with the specific language for the proposed revision or addition stated. The final contract form may only be modified by the District in its sole discretion and will be subject to the approval of the Board of Education of the City School District of New Rochelle.
10. This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to contract for services. The District intends to award on the basis of the best interest and advantage to the District. **THE DISTRICT'S BOARD OF EDUCATION RESERVES THE RIGHT TO REQUEST CLARIFICATIONS OR CORRECTIONS TO PROPOSALS RECEIVED, TO ACCEPT OR REJECT ANY OR ALL PROPOSALS RECEIVED AS A RESULT OF THIS RFP, TO NEGOTIATE WITH ALL QUALIFIED PROPOSERS, TO WAIVE WHAT IT DEEMS TO BE AN INFORMALITY IN THE RFP PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND/OR OMISSIONS RELATING TO A SPECIFIC PROPOSAL, TO RE-ADVERTISE AND SOLICIT ADDITIONAL PROPOSALS, TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL FROM MORE THAN ONE PROPOSER OR TO CANCEL THIS RFP IN PART OR IN ITS ENTIRETY, AS IN THE BOARD OF EDUCATION'S JUDGEMENT IS IN THE BEST INTEREST OF THE DISTRICT.** The District may select the proposal which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the proposer(s) that is selected.
11. All proposals received after the time stated in the Public Notice, as modified by any Addenda, will not be considered. The proposer assumes the risk of any delay in the mail or by means of personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified.
12. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required to satisfactorily comply with the requirements of this RFP, which are included in the General Information and Conditions and the Specifications.
13. The selected proposer(s) must agree to the following Non-Discrimination Clause:
 - a. Services provided pursuant to the resulting contract shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
 - b. In hiring of employees for the performance of the services required by the resulting contract, the selected proposer shall not discriminate against any person who is qualified

and available to perform such services by reason of such person's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. All solicitations or advancements for employees placed by or on behalf of the selected proposer will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin.

- c. The selected proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such employee's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The selected proposer will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. The selected proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the selected proposer's legal duty to furnish information.
- e. The selected proposer will send to each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the selected proposer's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The selected proposer will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
- g. The selected proposer will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to his/her/its books, records, and accounts by the District and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. The selected proposer's noncompliance with the nondiscrimination clauses of the resulting contract may cause the resulting contract to be cancelled, terminated, or suspended in whole or in part and the selected proposer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the

United States Secretary of Labor, or as otherwise provided by law.

- i. The selected proposer will be required to include all of these nondiscrimination clauses in any subcontract or purchase order issued with respect to the resulting contract (to the extent the subcontract is consented to by the District) unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The selected proposer will also be required to take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the selected proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the selected proposer may request the United States to enter into such litigation to protect the interests of the United States.
14. To the extent the selected proposer needs to purchase supplies or contract with suppliers to fulfill its obligations under the resulting contract, the selected proposer will make commercially reasonable good faith efforts to utilize suppliers that are certified minority and women-owned business enterprises ("MWBEs"). To the extent subcontracting is needed and permitted by the District, the selected proposer will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs. The selected proposer shall retain documentation of these good faith efforts to be provided upon request to the District, New York State, and/or an agency or department of the United States government. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses, MWBEs on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the District); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses, MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
 15. The selected proposer will be required to purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect the selected proposer and the District from claims for which the selected proposer may be legally liable, whether such operations be by the selected proposer or by anyone directly or indirectly employed by any of the selected proposer, or by anyone for whose acts the selected proposer may be liable. The selected proposer(s) hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the selected proposer(s)'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 resulting contract.
 16. The policy naming the District as an additional insured shall:
 - a. Be issued by an A.M. Best A- rated insurer, authorized to conduct business in New York State; and
 - b. State that the proposer's coverage shall be primary and non-contributory coverage for the District, its Board of Education, officers, employees, and volunteers.
 17. 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. The certificate must state what endorsement is being used and a copy of the endorsement shall be attached to the certificate of insurance. The certificate of insurance must describe the services provided by the selected proposer that are covered by the liability policies.

18. The selected proposer(s) agrees to indemnify the District for any applicable insurance policy deductibles or self-insured retentions.
19. Required Insurance for the selected proposer shall be the following unless otherwise authorized by the Board of Education or Assistant Superintendent for Business for good cause shown:
 - a. **Commercial General Liability**
\$1,000,000 per occurrence/\$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than \$1,000,000.
 - 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Workers' Compensation Insurance must file a CE-200 form with the state and provided a copy of such form to the District.
 - 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**
\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.
 - e. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
20. 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.
21. The District is a member/owner of the NY 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.

22. This contract, if any, awarded as a result of this solicitation may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to the selected proposer for services rendered. The selected proposer will not incur any additional expenses upon receipt of the District's notification that the selected proposer's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the District must be completed by the selected proposer within thirty (30) days of the termination date. The contract awarded as a result of this solicitation may be terminated by the District in the event of a material breach by the selected proposer, upon three (3) days' written notice from the District. In the event of such termination, the District shall only pay the selected proposer for services provided prior to the termination in full compliance with the resulting contract and shall deduct from such sums (and if such sums are insufficient, the selected proposer shall pay to the District the additional sums required to compensate the District for) any costs and damages incurred by the District as a result of the material breach(es) of the resulting contract by the selected proposer, including but not limited to the increased costs incurred by the District to secure replacement services.
23. The District is soliciting the services of qualified firms or individuals to perform **UNIVERSAL PRE-KINDERGARTEN PROGRAM** for the fiscal year ending June 30, 2028. With the option to perform similar services for each of the four subsequent fiscal years. The resulting contract is subject to the annual review and recommendation of the Assistant Superintendent of Curriculum and Instruction and final award by the Board of Education. In no case shall the proposal be written to provide or be awarded for fiscal years after June 30, 2032. These services are to be performed in accordance with the provisions contained in this RFP
24. The selected proposer(s) may not engage subcontractors, hire others to perform all or part of the resulting contract, nor otherwise delegate the selected proposer(s)'s obligations to perform under the resulting contract without the express written consent of the District's Administration.
25. Proposals will provide, along with the completed proposal package, evidence demonstrating an ability to provide the requested services, including, a list of at least three (3) school districts, which they have served and a summary of their experience over the past three (3) years of successful completion of the services required herein.
26. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. Exemption certificates, if required, will be furnished on forms provided by the proposer.
27. Selected proposer(s) understands that in performing the resulting contract he/she/it and its owners, operators, officers, directors, employees, agents and subcontractors may have access to confidential information in possession of the District, including, but not limited to personally identifiable data and/or information concerning students, employees, student families, and information regarding sensitive, confidential or internal District matters. The selected proposer(s) agrees the terms used shall have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined in the resulting contract. For purposes of the resulting contract, the selected proposer(s) agrees that the definition of Confidential Information includes all documentary, electronic and oral information made know to the selected proposer(s) and its owners, operators, officers, directors, employees, agents and subcontractors through any activity related to the resulting

contract and such Confidential Information shall not be disclosed to any third-party without the express prior written permission of the District. The selected proposer(s) understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of the resulting contract and the Data Security and Privacy Plan that will be an Addendum to and attached to the resulting contract. The selected proposer(s) agrees that if he/she/it receives a subpoena to divulge Confidential Information, he/she/it shall notify the District prior to divulging the same. The selected proposer(s) understand and acknowledge that the parents and/or guardians of students attending the District have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by the selected proposer(s). The selected proposer(s) further agrees that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of the resulting contract.

31. NON-EXCLUSION FROM PROGRAM PARTICIPATION:

- a. Proposer represents and warrants that it, its employees, subcontracts and/or its agents are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.
- b. In the event proposer or any of its employees, subcontractors or agents providing services to the District under this Agreement is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the resulting contract, the selected proposer will notify the District in writing within three (3) business days after such event. Upon the occurrence of such event, whether or not such notice is given, the District reserves the right to immediately terminate the resulting contract.
- c. Any employee, subcontractors or agent of the selected proposer found to be ineligible to participate in any such program during the term of the resulting contract will immediately cease services and be replaced with an eligible individual.

32. The selected proposer(s) acknowledges and agrees that if the selected proposer will have unsupervised direct contact with students and/or will provide services in a District school on more than five (5) days, the selected proposer and its employees will be required to be fingerprinted and have a criminal history record check completed as required by the Education Law of the State of New York. The selected proposer(s) agrees to cooperate with the District to obtain fingerprint and criminal record check clearances from NYSED and to complete any and all necessary forms or procedures, all at no cost or expense to the District.

33. By submitting a proposal, each proposer understands and agrees that, if selected, it will be responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher and principal data). In addition, the selected proposer must adhere to all requirements and protocols as established by the District and the State Education Department of New York applicable to the services to be provided.

- a. The selected proposer shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the selected proposer must also disclose any lobbying with non-federal funds that takes place in connection

with obtaining any federal award.

- b. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401, et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq.
- c. The selected proposer must comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The selected proposer shall agree to fully indemnify, protect, defend, and hold harmless the District, its Board of Education, officers, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the services to be performed under the resulting contract.
- d. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
- e. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer must comply with the requirements of 37 CFR Part 401, entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and the Standard Patent Right Clauses contained in 37 CFR Section 401.14 will be incorporated by reference and deemed a part of the resulting contract.

END OF SECTION

CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX A -UPK POLICIES, PROCEDURES, AND QUALITY STANDARDS

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 the District approved screening and progress monitoring 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.

Please note, unless all universal prekindergarten teachers at an eligible agency site possess a teaching license or certificate valid for services in the early childhood or childhood grades, the agencies operating such programs should employ an on-site education director during the hours the prekindergarten program runs. If one or more teachers from the eligible agency does not have certification in the early childhood grades, an on-site director is required and is responsible for program implementation. If the on-site director does not have the required certification, the agency must employ an on-site education director who has the following:

- At a minimum, a bachelor's degree or higher in early childhood education, AND
 - Have a study plan to become certified within 5 years upon the start date of their appointment of an on-site director. These study plans must be submitted to the district by July 31st.
8. **Professional Development:** 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.
 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 when possible.

10. **Physical Well-being and Health:** The Agency will provide a daily healthy snack and lunch for each student in full-day programs. 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 funds. The Agency will maintain a UPK budget that is separate from all other funding sources. The Agency will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK funds.
13. **NYS Pre-K Self-Assessment and Quality Improvement Action Plan:** The Agency must comply with all standards and requirements from the New York State Education Department's Office of Early Learning as indicated on the NYS Pre-K Self-Assessment and Quality Improvement Action Plan including: Classroom Environment (CE), Teaching Staff Qualifications (TSQ), Curriculum Planning and Implementation (CPI), Child Screening and Assessment (CSA), Professional Development (PD), and Family Engagement (FE).

Standard Area: Classroom Environment (CE)

Standard Number and Status	Standard
<u>CE-1</u>	The daily schedule allows for a balance of intentionally planned active and quiet play; indoor and outdoor gross motor activities; and individual and small group activities. Approximately <u>one-third of the daily schedule</u> is designated for children to engage in self-initiated activities.
<u>CE-2</u>	The classroom is divided into clearly defined, well-equipped learning centers including, but not limited to: dramatic play; blocks and construction; library, language arts, technology/media; science and nature; mathematics and manipulative materials; writing; creative arts; sand and water play and music.
<u>CE-3</u>	The district uses a <u>valid and reliable</u> measure of environmental quality that allows it to evaluate the program's strengths and weaknesses and make improvements that will increase program quality.

Standard Area: Teaching Staff Qualifications (TSQ)

Standard Number and Status	Standard
<u>TSQ-1</u>	Each Pre-K teacher meets ONE of the following criteria: • NYS Early Childhood Teacher (Birth - Grade 2) Certificate – OR — • NYS Students with Disabilities (Birth - Grade 2) Certificate – OR – a Bachelor's degree in ECE or a related field and have a written five year plan for becoming certified – OR – • for Pre-K teachers employed by a community-based organization (CBO) that is regulated by another State agency, the qualifications established by the program's regulatory authority and have a written five-year plan for becoming certified – OR – • for Pre-K teachers employed by a community-based organization (CBO) that is not regulated by another State agency, meet the qualifications established by the program's administration and have a written five- y e a r plan for becoming certified.
<u>TSQ-2</u>	The district has written procedures for ensuring that all Pre-K teaching staff are certified or have a viable plan for becoming certified within five years of commencing employment as a Pre-K teacher.
<u>TSQ-3</u>	CBOs that employ teachers who are not certified have a supervisor who is certified for service in the early childhood or childhood grades and who is on-site during the hours of Pre-K operation.
<u>TSQ-4</u>	The district uses valid and reliable measures of teacher-student interactions to increase the understanding of the impact of the various interactions that occur within classrooms and to identify and support the use of classroom practices and processes that have the most positive effects on children's learning.

Standard Area: Curriculum Planning and Implementation (CPI)

Standard Number and Status	Standard
<u>CPI-1</u>	The district uses a written curriculum or curriculum framework that is evidenced-based (meaning research has been conducted regarding the relationship between the curriculum and children's learning), as well as developmentally appropriate (addresses the key domains of child development).
<u>CPI-2</u>	The district uses a written curriculum or curriculum framework that: • is developmentally appropriate; • for three-year old students, aligns with the <i>NYS Early Learning Guidelines</i>; • for four-year old students, aligns with the <i>NYS Prekindergarten Foundation for the Common Core</i>; and • ensures continuity with the district's Prekindergarten to Grade 3 curriculum.
<u>CPI-3</u>	All teaching staff receive: • annual training to implement the curriculum; and • supervisory support to assist with curriculum implementation.
<u>CPI-4</u>	The district implements appropriate modifications and provides additional supports to enable children with Individual Education Plans (IEPs) more effective inclusion in the full range of the program's activities.
<u>CPI-5</u>	The district implements appropriate modifications and provides additional supports to ensure that children who speak languages other than English at home are provided equal access to the program and opportunities to achieve the same program goals and standards as other participating children.

Standard Area: Child Screening and Assessment (CSA)

Standard Number and Status	Standard
<u>CSA-1</u>	The district has established a child screening and assessment process that complies with applicable regulations includes procedures for collecting and protecting assessment results and provisions for sharing results with families.
<u>CSA-2</u>	The district uses a developmental screening tool that is valid and reliable .
<u>CSA-3</u>	The district documents the developmental progress of each child three times per school year using a child development assessment tool(s) that is valid and reliable .
<u>CSA-4</u>	The district can document that assessment results are used to inform instruction and to address the needs of individual children.
<u>CSA-5</u>	The district can document that aggregated assessment results are used to inform program practice.

Standard Area: Professional Development (PD)

Standard Number and Status	Standard
<u>PD-1</u>	Staffs from both the district and collaborating CBOs are involved in identifying needs and planning of professional development focused on improving teacher performance.
<u>PD-2</u>	Professional development is connected to the goals and needs of the prekindergarten and kindergarten programs.
<u>PD-3</u>	Professional development includes approaches that are grounded in research and the application of practice in real situations emphasizing a strengths-based approach.
<u>PD-4</u>	Professional development provides information on how to integrate all the domains of early learning as set forth in: - the <i>NYS Early Learning Guidelines</i>, for three-year old students; and - the <i>NYS Prekindergarten Foundation for the Common Core</i> for four-year old students.
<u>PD-5</u>	Trainers have the qualifications, experience and knowledge to provide informative, practical research-based training in the content areas.
<u>PD-6</u>	Evaluation of professional development: - occurs over time; and - addresses the benefits and applications to practice, not just the satisfaction level of the participants.

Standard Area: Family Engagement (FE)

Standard Number and Status	Standard
<u>FE-1</u>	The district has <u>written policies and procedures</u> to ensure active engagement of parents and/or guardians in the education of their children.
<u>FE-2</u>	Families complete a program evaluation/survey annually and the district uses the results for program improvement.

<u>FE-3</u>	The district provides, directly or through referral, support services to all children and their families as necessary to maximize a child's successful participation in the prekindergarten program. Whenever possible, support services are provided in collaboration with other community organizations in a non-duplicative manner. As used in this standard, the term “support services” means any services needed by any Pre-K student or family, not only those who have been identified as a preschool child with a disability.
<u>FE-4</u>	Support services are provided to the maximum extent practicable in the language or mode of communication which the parents and/or guardians and the child best understand.

CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX B - 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:

CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX C - NON-COLLUSIVE BIDDING CERTIFICATION

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

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-D of the General Municipal Law as follows: Statement of non-collusion in bids and proposals to political subdivisions of the state: Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-Collusive Bidding Certification:

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

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

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

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

b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the forgoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a) (1) (2) and (3) 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/her designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publications of revised price lists for such items or (c) sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a). 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 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 II of this section, shall be deemed to have 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.

The undersigned hereby acknowledges receipt of the following Addenda and other authorized modifications to the contract documents, but agrees to be bound by all such modifications whether listed herein or not.

Addendum No.1 dated_____through Addendum No._____dated_____

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

Name (please print)

Signature

CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX D – CORPORATE BIDDERS RESOLUTION
(For Corporate Bidders Only)

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

Describe the 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)

**CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
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_____, 2026

Notary Signature:_____Date: _____

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

**CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX F – PROPOSER WARRANTIES AND CERTIFICATION**

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 City School District of New Rochelle.
- 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)

CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX G - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

During the term of the Contract, should the District receive information that a Bidder/Contractor is in violation of the above- referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the

_____ of the _____ Corporation and that neither the

Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____ day of _____ 2026

Notary Public: _____

**CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX H - 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 City School District of New Rochelle Board of Education, City School District of New Rochelle, or any officer, agent, servant, or employee of the City School District of New Rochelle from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A. Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the 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 City School District of New Rochelle, City School District of New Rochelle Board of Education, or any officer, agent, servant, or employee of the City School District of New Rochelle on any claim or demand, and shall satisfy any judgment that may be rendered against the City School District of New Rochelle, City School District of New Rochelle Board of Education, or any officer, agent, servant, or employee of the City School District of New Rochelle.

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 _____, 2026

Notary Signature: _____ Date: _____

**CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX I - FIRM REFERENCE FORM**

FIRMNAME: _____

Please list (3) three references that your firm has serviced in a manner similar in scope to the specifications contained in this Proposal. References are part of the Proposal Documents and failure to supply these references may result in the rejection of your proposal.

1. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

2. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

3. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

Date(s) of Service: _____

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: _____

**CITY SCHOOL DISTRICT OF NEW ROCHELLE
RFP 26-06 UNIVERSAL PRE-KINDERGARTEN
APPENDIX J (SAM) CERTIFICATION FORM**

**BIDDER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL
GOVERNMENT'S SYSTEM FOR AWARD MANAGEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says that I am (Name of Individual Signing this Certification) _____ of the _____ (Title/Position of Signer) _____ (Name of Bidder) and that by submission of this bid, I certify on behalf of the above-named bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this
_____ day of _____, 20____

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder only completes portion of the form above this line. The portion of this form below this line will be completed by City School District of New Rochelle (CSDNR).

Print CSDNR Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Bidder _____ Name: _____

Check the one that applies:

_____ Bidder was NOT included on U.S. Government's SAM's Exclusion List
_____ Bidder was included on U.S. Government's SAM's Exclusion List

CSDNR Employee Signature: _____

AGREEMENT

THIS AGREEMENT made this __ day of _____ 2026, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NEW ROCHELLE (hereinafter referred to as the "SCHOOL DISTRICT"), with offices for the transaction of business located at 515 North Avenue, New Rochelle, New York 10801 and _____ (hereinafter referred to as the "CONTRACTOR") with offices for the transaction of business located at _____

WITNESSETH

WHEREAS, Chapter 436 of the Laws of 1997 and §§ 3602-e and 3602-ee of the Education Law of the State of New York established the New York State Universal Pre-Kindergarten Program, open to the application and participation of all School Districts, and

WHEREAS, the aforesaid program provides school districts an opportunity to obtain State funding for four-year-old children to participate in a pre-kindergarten program, and

WHEREAS, applications for funding that contain strong collaborative arrangements with local pre-kindergarten providers were given preference by the State, and

WHEREAS, the application of the School District was successful and included the placement of children in the pre-kindergarten program operated by CONTRACTOR, and,

WHEREAS, it is necessary for SCHOOL DISTRICT and CONTRACTOR to enter into this Agreement to effectuate the aforesaid placement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. AUTHORITY

This AGREEMENT is entered into and authorized by § 3602-e and §3602-ee of the Education Law of the State of New York, and by Chapter 436 of the Laws of 1997. The purpose of this Agreement is to establish the terms and conditions of an agreement between SCHOOL DISTRICT and CONTRACTOR for the provision of pre-kindergarten services to students placed in said program by SCHOOL DISTRICT. All services must be provided in accordance with the Request for Proposals 26-06, which is incorporated in this Agreement as is fully set forth herein.

2. COMPLIANCE WITH STATE LAW AND REGULATIONS

The Pre-Kindergarten program operated by CONTRACTOR shall during the term of this Agreement comply in all respects with the Regulations of the Commissioner of Education pertaining to Pre-Kindergarten programs contained in 8 N.Y.C.R.R. § 151-1.2 through and including § 151-1.13; and § 151-2.1 through and including § 151-2.2. (CONTRACTOR acknowledges that it is familiar with the aforesaid regulations, has reviewed them and shall be responsible for compliance with any amendments thereto.) In the event that SCHOOL DISTRICT shall determine that the pre-kindergarten program operated by CONTRACTOR is not in

compliance, or in the event that SCHOOL DISTRICT is given notice thereof by the State of New York or any agency or department thereof, SCHOOL DISTRICT shall immediately give CONTRACTOR notice thereof. Thereupon, this Agreement shall be terminated.

3. REGISTRATION

All students referred for placement with CONTRACTOR's Pre-Kindergarten program through SCHOOL DISTRICT Universal Pre-Kindergarten Program must have registered with SCHOOL DISTRICT's central registration office.

4. ATTENDANCE AND CALENDAR REQUIREMENTS

CONTRACTOR shall maintain a daily record of student attendance and forward attendance information to the Superintendent of Schools or his/her designee each week.

CONTRACTOR must operate on a same school calendar which is aligned to as closely to SCHOOL DISTRICT's calendar as possible. Students are to attend the Pre-Kindergarten program five days/week for the 2-1/2 hours.

Children who do not attend on a regular basis or are regularly late to the program shall be referred to SCHOOL DISTRICT's Pre-Kindergarten Director/Principal. Upon a determination by either CONTRACTOR or SCHOOL DISTRICT that a student is not attending on a regular basis or is regularly late to the program, a meeting with the parent shall be promptly held by CONTRACTOR to determine the reasons for the attendance problem and to identify steps to resolve the attendance problem. Inability to resolve the problem after documented interventions should be referred in writing to SCHOOL DISTRICT Universal Pre-Kindergarten Coordinator/Principal.

Children who do not attend class or are late for extended periods of time without an appropriate medical excuse or other reasonable explanation shall be removed from the roster by CONTRACTOR, or at the direction of SCHOOL DISTRICT Universal Pre-Kindergarten Coordinator/Principal. In the former event, SCHOOL DISTRICT Universal Pre-Kindergarten Coordinator/Principal shall be promptly notified in writing that such action has been taken.

5. DISCIPLINE AND SUSPENSION OF STUDENTS

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

6. CUMULATIVE FOLDERS

CONTRACTOR shall maintain cumulative folders with notification of parent- teacher conferences/contacts, and other important information relative to the child. These cumulative folders shall be turned over to the Superintendent of Schools or his/her designee at the end of the 2025/2026 school year.

7. CURRICULUM

CONTRACTOR shall strictly follow the School District's Pre-Kindergarten Curriculum and Assessment, as approved by the Board of Education. Assessment records must be maintained for each child and a copy thereof shall remain on file in each student's cumulative folder.

8. ANNUAL ASSESSMENT

CONTRACTOR shall provide SCHOOL DISTRICT with a year-end assessment of its participation in SCHOOL DISTRICT's Universal Pre-Kindergarten program to determine the extent that goals and objectives have been met. Said assessment shall be submitted on a form that is mutually agreed upon by the parties and shall be submitted on or before July 15, 2025 and each year thereafter in the event that this contract is renewed.

9. FACILITIES, SUPPLIES AND EQUIPMENT

CONTRACTOR shall maintain appropriate equipment, supplies and materials for each pre-kindergarten child. (Nothing herein contained shall diminish the responsibility of CONTRACTOR to comply with the facility requirements of 8 N.Y.C.R.R. § 151-1.2 through and including § 151-1.13; and § 151-2.1 through and including § 151-2.2).

10. INSURANCE

a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the universal Pre-K or Latch Key provider hereby agrees to effectuate the naming of the District as an Additional Insured on the universal Pre-K or Latch Key provider's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

a. The policy naming SCHOOL DISTRICT as an additional insured shall:

- i. be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
- ii. state that CONTRACTOR's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.

- iii. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District(CG 2026)or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages
- a. The certificate of insurance must describe the specific services provided by CONTRACTOR that are covered by the liability policies.
- b. At SCHOOL DISTRICT's request, CONTRACTOR shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, CONTRACTOR will provide a copy of the policy endorsements and forms.
- c. CONTRACTOR agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- d. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.
 - ii. **Workers' Compensation and N.Y.S. Disability:**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits 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 self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state.
 - iii. **Professional Errors and Omissions Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of CONTRACTOR performed under the contract for SCHOOL 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.
 - iv. **Umbrella/Excess Insurance**
\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability and Auto Liability coverages (where applicable).

v. **Daycare Providers E & O Insurance**

\$1,000,000 each occurrence and aggregate. Coverage for the errors and omissions of the board, administrators and employees.

- e. CONTRACTOR acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. CONTRACTOR is to provide SCHOOL 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 SCHOOL 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 SCHOOL DISTRICT.
- f. SCHOOL DISTRICT is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). CONTRACTOR further acknowledges that the procurement of such insurance as required herein is intended to benefit not only SCHOOL DISTRICT but also NYSIR, as SCHOOL DISTRICT's insurer.

11. INDEMNIFICATION

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

12. FIRE SAFETY REQUIREMENTS

Buildings and classrooms operated by CONTRACTOR on behalf of SCHOOL DISTRICT shall meet the New York State Uniform Fire Prevention and Building Code (9 N.Y.C.R.R. Parts 600 through 1250), 8 N.Y.C.R.R. §§ 151-2.7 and 155.7 or its equivalent (notwithstanding the exemption for schools in cities with populations over 125,000 persons) and Part 418 of the Regulations of the Department of Social Services (18 N.Y.C.R.R. Part 418).

13. METHOD OF PAYMENT

SCHOOL DISTRICT has allotted to pay for a total of ____ students at \$____ per student, per month for the 2027/2028 school year for placement in the pre-kindergarten program operated by CONTRACTOR; however the final amount paid will be calculated based upon the grant allocation amount as determined by NYSED for the prekindergarten services provided by the

CONTRACTOR. CONTRACTOR will service students. SCHOOL DISTRICT will make payment to CONTRACTOR at the end of each month. SCHOOL DISTRICT reserves the right based upon non-attendance to fill slots if they should become available throughout the school year. It is expressly understood and acknowledged by CONTRACTOR that the funds for the pre-kindergarten placements contemplated hereunder are appropriated by grant through the State of New York. In the event of diminution or cessation of then current appropriations by the State, SCHOOL DISTRICT reserves the right to cancel any then existing placements with CONTRACTOR, or to terminate this Agreement in all respects with no recourse by CONTRACTOR.

14. STAFFING AND STAFF DEVELOPMENT

CONTRACTOR shall provide SCHOOL DISTRICT with information relative to staff members who are responsible for the instructional program of universal pre-kindergarten students. CONTRACTOR shall include in such information description of staff qualifications, stability of staff in relation to average duration of employment, rate of turnover and ability to fill vacancies in a timely manner. Further, this information shall include: Certification documents, educational background and training of all teachers and paraprofessional support staff who are directly involved with providing services to universal pre-kindergarten students.

Within two (2) days of receipt of a written notice that SCHOOL DISTRICT objects to the continued use of a certain employee of CONTRACTOR to provide pre-school services to students placed by SCHOOL DISTRICT, CONTRACTOR and School District shall meet to discuss appropriate action to address the concern.

In accordance with its proposal, CONTRACTOR affirms that all teachers employed by CONTRACTOR and assigned to provide services to School District students hereunder shall be New York State certified teachers.

Pursuant to New York State Regulations regarding staff qualifications (8 N.Y.C.R.R. § 151-1.5 c, d), a pre-kindergarten teaching assistant providing support in a pre-kindergarten classroom shall have a high school diploma and six (6) hours of college credit in a related field pursuant to 8 N.Y.C.R.R. § 80, and those assistants in programs for limited English proficient (LEP) children, shall have bilingual proficiency in the children's native language.

A pre-kindergarten teacher aide providing support in a pre-kindergarten classroom must meet the requirements prescribed in 8 N.Y.C.R.R. § 80, and those aides in programs for LEP children shall have bilingual proficiency with the children's native language.

15. SUPERVISION OF PROGRAM

SCHOOL DISTRICT's Universal Pre-Kindergarten Coordinator/Principal, or other designated School District administrator, will conduct at least one (1) formal annual evaluation of the program. In addition, informal random visitations will take place throughout the school year. SCHOOL DISTRICT's Universal Pre-Kindergarten Coordinator/Principal shall have access to all elements of the pre-kindergarten program including classroom visits, teacher observations, records and documents as deemed necessary by SCHOOL DISTRICT or supervisor.

16. TERMINATION

SCHOOL DISTRICT may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective two (2) days after written notice (or such other notice as may be required by applicable state law) is given by SCHOOL DISTRICT to CONTRACTOR of any material breach of this Agreement.

17. ASSIGNMENT: CONDITIONS AND LIMITATIONS

- (a) CONTRACTOR shall not sell, assign, transfer or encumber this Agreement or any other interest hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of SCHOOL DISTRICT.
- (b) If CONTRACTOR is a corporation, partnership, unincorporated association or similar entity, the terms of this subparagraph (a) above shall be deemed to apply to any sale, resale, pledge, assignment, transfer or encumbrance of the voting stock of, or other ownership interest in, CONTRACTOR.

18. NOTICES

All notices hereunder shall be in writing and shall be duly given if hand delivered or sent by registered or certified mail, postage prepaid and addressed:

- (a) If to SCHOOL DISTRICT, at:

Superintendent of Schools
City School District of the City of New Rochelle
515 North Avenue
New Rochelle, New York 10801

- (b) If to CONTRACTOR, at:

or at such other address as SCHOOL DISTRICT or CONTRACTOR shall have specified by notice to the other party, provided by this Agreement.

19. GOVERNING LAW

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Westchester, State of New York, or federal court located in the County of Westchester, State of New York, and irrevocably agrees

that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

20. REMEDIES CUMULATIVE; WAIVER; CONSENT

All rights and remedies of SCHOOL DISTRICT and of CONTRACTOR enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity and said rights or remedies may be exercised and enforced concurrently. No waiver by SCHOOL DISTRICT or by CONTRACTOR of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by SCHOOL DISTRICT of any payments due to it hereunder shall not be deemed to be a waiver by SCHOOL DISTRICT of any preceding breach by CONTRACTOR of any terms, covenants or conditions of this Agreement.

Whenever this Agreement requires SCHOOL DISTRICT's prior approval or consent, CONTRACTOR shall make a timely written request to SCHOOL DISTRICT therefor, and such approval shall be obtained in writing. SCHOOL DISTRICT makes no warranties or guarantees upon which CONTRACTOR may rely, and assumes no liability or obligation to CONTRACTOR, by providing any waiver, approval, consent, or suggestion to CONTRACTOR in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor. Any waiver granted by SCHOOL DISTRICT shall be subject to SCHOOL DISTRICT's continuing review, may subsequently be revoked for any reason effective upon CONTRACTOR's receipt of ten (10) days prior written notice, and shall be without prejudice to any other rights SCHOOL DISTRICT may have.

21. SEVERABILITY

If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision, or the application of any provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of SCHOOL DISTRICT and CONTRACTOR that, if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between SCHOOL DISTRICT and CONTRACTOR in respect of the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between SCHOOL DISTRICT and CONTRACTOR in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of SCHOOL DISTRICT or CONTRACTOR is authorized to make any representation,

warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon SCHOOL DISTRICT or CONTRACTOR unless in writing and signed by SCHOOL DISTRICT and CONTRACTOR.

23. COUNTERPART; PARAGRAPH HEADINGS; PRONOUNS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and genders.

24. EQUAL OPPORTUNITY EMPLOYER

CONTRACTOR will not discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

25. COMPLIANCE WITH OTHER LAWS

CONTRACTOR shall comply with all other requirements of the State of New York required to operate a pre-kindergarten/child care agency, including licensure by the New York State Department of Social Services.

26. TERM

The term of this Agreement shall be from July 1, 2027 to and including June 30, 2028. Based upon the mutual agreement of the parties, this Agreement may be renewed thereafter from year to year.

CITY SCHOOL DISTRICT OF NEW ROCHELLE

Date: _____ By: _____

Date: _____ By: _____