



Our District's Mission

The Mission of the East Rochester School District is to prepare students to be college and career ready and to provide a quality education in a safe environment where all students develop the abilities, attitudes and values necessary for responsible, productive citizenship.

Our Vision

The Vision of the East Rochester School District is that students will learn through the highest quality instruction which recognizes each student's strengths, talents, interests, learning styles and rates of learning, using developmentally appropriate methods.

Our Core Values - S.O.A.R.S

Students First

Students are our first priority. We dedicate ourselves to holistic student development in a safe, nurturing environment.

Opportunity

We provide every student equal access to strong academic programs, clubs, teams and events that enable students to reach their fullest potential.

Achievement

Everyone can improve. We collaborate to learn, observe, measure and grow. We proudly celebrate achievements.

Responsibility

We are all accountable to ourselves, to our students and to each other. Our shared responsibility is to be respectful.

Strength

Together, we will accomplish excellence.

East Rochester Union Free School District

222 Woodbine Ave East Rochester, NY 14445

The Board of Education of the East Rochester Union Free School District (hereinafter referred to as the "District") hereby invites the submission of proposals for the following professional services:

UNIVERSAL PRE-KINDERGARTEN PROGRAM RFP #23-01

Due Date: June 9, 2023

Specifications and forms may be obtained from www.erschools.org starting May 16, 2023.

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.

By order of the Board of Education

Sarah Callahan, Executive Director
Office of Curriculum, Instruction & Professional Development

Dated: May 16, 2023

1. INTRODUCTION

The East Rochester Union Free School District, hereinafter referred to as the “District,” invites proposals (“RFP”) from qualified community based organizations (CBOs) to administer the District’s Universal Pre-Kindergarten (Pre-K) Program for the 2023-2024 school year. The District is seeking a CBO to provide the site and run an entire program. The East Rochester Union Free School District is a suburban school district serving a diverse population of approximately 1,080 students.

2. PROPOSAL DUE DATE

Proposals will be accepted up until **3:00PM on June, 9, 2023** from East Rochester Union Free School District, 222 Woodbine Ave, East Rochester, NY 14445 and mailed to the attention of Staci SanSoucie, School Business Administrator.

3. PRE-PROPOSAL QUESTIONS

All questions must be submitted in writing via email to: Sarah Callahan; sarah.callahan@erschools.org no later than June 1, 2023. All questions and answers will be posted on the East Rochester website no later than June 8, 2023.

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 CBO to receive any Addendum or interpretation issued shall not relieve any CBO from any obligations under the RFP 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.

4. CONTRACT TERM

The contract, once awarded, shall be in effect from July 1, 2023 through June 30, 2024.

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.

RFP’s will remain firm for a period of 45 days following the date of the opening and shall thereafter remain firm until and unless the CBO provides written notice to the East Rochester Union Free School District, School Business Administrator, that the proposal has been withdrawn.

5. CONTRACT TERM

The awarded CBO 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.

6. NATURE OF SERVICES REQUIRED

The District is seeking proposals from qualified CBO's 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 CBO will work in collaboration and under the supervision of the District to provide Pre-Kindergarten placements. The CBO 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. Two (2) sessions, 2.5 hours per day, (8:30am-11:00am & 12:00pm-2:30pm) five days per week program for the four year olds (children born in 2019) for at least 180 days during the 2023-2024 school year.
- B. The program must be aligned with all East Rochester Union Free District policies. The CBO will also follow all the regulations and policies regarding Statewide Universal Half Day Pre-Kindergarten Program registration and enrollment.
- C. The CBO must be able to screen the new entrants (Part 117 of Regulations) as per Child Screening and Assessment, Section 151-1(c): Health and Nutrition for the following; possibly gifted, a child with a disability and limited English proficient utilizing district approved assessments.
- D. The CBO will work with the District to align curricula and instruction with NYS Pre-Kindergarten Foundation for the Common Core and/or the anticipated Next Generation Learning Standards during the contracted period.
- E. The CBO will also adopt approved quality indicators of assessment using evidence based research that is developmentally appropriate and aligned with the district's curriculum of instruction, as determined by the Board of Education and Superintendent of Schools.

- F. Follow the district established school calendar and hours of operation, including the requirement of a minimum of 5 instructional hours per day. Teachers, leaders and staff will be provided with the opportunity to participate in District provided professional development days especially Superintendent Conference days.
- G. The CBO will help the transition of Pre-Kindergarten students to Kindergarten by providing the following services:
- Strengthening their cognitive skills.
 - Increase early literacy skills (reading, writing, speaking, listening and information processing).
 - Increase their creative and artistic abilities.
 - Improve inter and intrapersonal skills, feelings of self-worth, and become independent at a developmentally appropriate level.
 - Increase appreciation of diversity and improve understanding of their own heritage and its relationship to self-image and interactions with others.
 - Enhance personal, physical and emotional wellness following the components of NYSED Social Emotional Learning Benchmarks.
<http://www.p12.nysed.gov/sss/sel.html>
 - Increase physical skills including fine and gross motor movement, kinesthetic and spatial relationships.
 - Encourage parental involvement in their child's education (e.g. through twice yearly parent teacher conferences).
 - Ensure parents have ease of utilization and access to program and program services.
 - Integrate preschool children with disabilities and students with English as a new language.
 - By meeting with the kindergarten team(s) to share current levels for each child (social emotional, and academic).
- H. 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 CBO teachers must:

- a. Understand language development.
- b. Recognize the connection between the home language and English.
- c. Connect oral language to emergent literacy.
- d. Provide bilingual supports

Multilingual Learner Identification — Establish the use of NYSED's Emergent Multilingual Learners Language Profile for Pre-Kindergarten Students to identify students who speak a language other than English.

Supports in Students' Home Language — Provide a combination of supports and instruction in the students' home language(s) while learning English (as per NYSED recommendation):

1. Include multilingualism in Pre-Kindergarten classes to align instruction with the East Rochester Union Free School Districts' K-5 programs.
 2. Developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.
 3. A system to identify illness or injury of students
- J. Security services will include an entrance greeter or security person and security procedures.
- K. All individuals providing services to students in the Universal Pre-Kindergarten Program must comply with the New York State Safe Schools Against Violence in Education (SAVE) law fingerprinting requirements. All such individuals must be cleared by the New York State Education Department in accordance with the provisions in the SAVE law prior to providing service under the Universal Pre-Kindergarten Program. Proof must be presented to the District of such clearances.
- L. The CBO will keep daily attendance records and will provide them monthly to the District's Administrator of the Pre-Kindergarten Program.
- M. The District will analyze and place students in CBO classrooms.
- N. 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.

7. 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 CBO's program in the implementation of the requirements of the New York State Education Department ("NYSED") through a quarterly Quality Assurance review. The CBO must attend at least four leadership meetings with the District annually.
- D. The District will provide support or provide guidance in hiring, staff observations and evaluations.
- 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. 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.
- H. Will unilaterally determine the student selection process for participation in the program.
- I. Will assist, if necessary, with the outreach to find children who are currently not being served in the East Rochester Union Free District.

- J. Will assist with the coordination of Professional Development of each teacher and assistants at the CBO.
- K. Will support in the implementation of the district approved curriculum.

8. TRANSPORTATION

The District will not provide transportation for UPK students.

9. NYSED

Please review the NYSED site for additional information:

- A. <http://www.p12.nysed.gov/upk/faq.html>
- B. <http://www.p12.nysed.gov/nurseryschool/regulations/NurserySchoolsRegulations.html>

10. PROPOSAL SUBMISSION, SCORING AND EVALUATION

Please provide one (1) original, three (3) copies and one (1) electronic copy on USB of your proposal response. Submittals that are faxed, or emailed, will NOT be accepted. Proposals received will be evaluated by a committee to be determined 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.

- 1) the eligible agency's capacity to effectively, efficiently and immediately provide needed services;
- 2) the ease of utilization and accessibility of the program to parents and/or guardians;
- 3) capacity to provide ongoing staff development;
- 4) staffing patterns and qualifications;
- 5) documentation that all applicable health and safety codes and licensure or registration requirements are met;
- 6) anticipated fiscal share and other resources will be contributed to the universal Pre-Kindergarten program;
- 7) current program design and experience in providing developmentally-appropriate programs;
- 8) fiscal solvency;
- 9) stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
- 10) articulated mission/philosophy statements;
- 11) record management and documentation procedures followed by the agency;
- 12) administrative structure;
- 13) capacity and experience in serving children with disabilities;

- 14) capacity and experience in serving children and their parents and/or guardians when they are limited English proficient;
- 15) children's progress as demonstrated by assessments; and
- 16) demonstrated effectiveness of the eligible agency's program.

Assessment of the CBO's 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 CBO's experience with similar projects, knowledge, and the qualifications as well as the full time availability of personnel assigned.

The award will be made to that responsible CBO, 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 observation and/or submit additional or clarifying information; (iii) to reject any or all proposals without prejudice; (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

11. INVESTIGATION OF QUALIFICATIONS

The work and services described in this RFP includes the performance of activities directly affecting the safety of the students of the District and the public generally. The District may make any investigation necessary to determine the ability of any CBO to fulfill the contract, and the CBO shall furnish the District with all such information for this purpose as the District may request.

12. INSURANCE REQUIREMENT (See Appendix A)

13. ANTICIPATED PROPOSAL TIMELINE

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

- Request for proposals issued: **May 16, 2023**
- Due date for proposals: **June 9, 2023 by 3:00pm**

14. PROPOSAL REQUIREMENTS

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

- A. **Submission of Proposals:** No late submissions will be accepted. The proposers are solely responsible for ensuring that the proposal is received by the district prior to the time and date set forth herein. The entire responding proposal to the request shall be placed in a sealed envelope marked with the words: "**PROPOSAL FOR UNIVERSAL Pre-Kindergarten PROGRAM.**"

All proposals must be sent to the following address and received at that address by 3:00pm on June 9, 2023.

**East Rochester Union Free School District
Staci SanSoucie, School Business Administrator
222 Woodbine Ave
East Rochester, NY 14445**

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

1. Four copies of the RFP (one (1) original, three (3) copies and one (1) electronic copy on USB) (**See Appendix B**).
2. 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 2023-2024 school year with an option to annually renew for future school years.

3. Three (3) references with name and contact information. **(See Appendix C)**
4. Disclosure and description of any disciplinary proceedings pending against the CBO in any jurisdiction or whether discipline has been previously imposed against the CBO in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the citation and the action plan imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.
5. Disclosure and description of any arrests or convictions against any members of the agency.
6. Assurance of ability to provide executed copies of the Certificates of Insurances.
7. 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
 - Information about air filtration system in the building and in classrooms
 - 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
8. A completed Agency Information Form **(See Appendix B)**
9. A completed Non-Collusive Certification **(See Appendix D)**
10. A completed Non-Collusive Resolution (Required for Corporations) **(See Appendix E)**
11. A completed Background / Criminal Check Certification **(See Appendix F)**
12. A completed Proposer Warranties **(See Appendix G)**
13. A completed and notarized Iran Divestment Act Certification **(See Appendix H)**
14. A completed and notarized Hold Harmless Agreement **(See Appendix I)**
15. A completed W-9 form

15. TECHNICAL PROPOSAL REQUIREMENTS

Each CBO 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 East Rochester Union Free School District Pre-Kindergarten Program Plan **(See Appendix B)**.

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. Pre-Kindergarten Services:

1. Describe your UPK program and activities that are learner centered and support language, cognitive, and social skills development.
2. Detail how assessments will be used in informing instruction.
3. Describe program components for strong parental partnerships and involvement in the implementation of and the participation in the program.
4. Describe the on-going staff development opportunities in which Pre-Kindergarten staff would be engaged.
5. How many students and classrooms can be served in the 23-24 school year? What is your proposed staff/child ratio?
6. The program must operate five days a week; please describe how the length of the day meets the needs of children (including meals and snacks) and their parent (including extended care/wrap around care requirements).
7. Provide evidence of the continuity of the program with instruction in the early elementary grades.
8. Describe your facilities, including accessibility for children with special needs.
9. How the proposed program will meet all applicable health and safety codes and licensure requirements and procedures for ensuring appropriate sanitation and custodial services. (including the New York State Uniform Fire Prevention and Building Code).
10. Describe the collaborative relationship the agency proposes to have with the East Rochester Union Free School District.

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

D. Program Staffing:

1. Explain the administrative structure of the agency and how records are managed within the agency. Describe documentation procedures followed by the agency.
2. Provide the current certifications/licenses and resumes of all teachers assigned to UPK classrooms.

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. Plan for collaboration of the ER district for hiring of UPK staff.

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

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

16. TERMS OF ENGAGEMENT

A one year engagement in the 2023-24 school year with the option to renew in the subsequent school year, at the Board's option is contemplated by the Board of Education according to the terms listed above.

The District, at its discretion, may renew/extend their agreement with the selected collaborating agency beyond the 2023-24 school year.

End of Section

APPENDIX A: INSURANCE REQUIREMENT

The selected UPK provider, at their sole expense, shall meet and provide proof of the following insurance requirements:

1. GENERAL PROVISIONS

As to all required insurance:

- a. The Vendor shall provide current Certificates of insurance and accompanying documents as described herein for the Owner's approval prior to Owner's signing of contract(s)
- b. "Certificate Holder" shall be **East Rochester Union Free School District** at the address of **222 Woodbine Avenue, East Rochester, NY 14445**.
- c. Coverage must comply with all specifications set forth herein.
- d. All insurance documents must be executed with authorized signatures.
- e. The Vendor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- f. Failure of the Owner to object to the Vendor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Vendor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Owner a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- g. The Vendor's liability and indemnification of the Owner shall not be relieved or diminished by the Vendor securing insurance coverage in accordance with the Owner's requirements. Any approval by the Owner of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Vendor's insurance coverage.
- h. In addition to Certificates of Insurance and other documents, the Vendor shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- i. When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Vendor shall supply, no later than ten (10) days prior to such expiration, the Owner with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- j. The Vendor will assure that any and all subcontractors retained by the Vendor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the Owner in light of the

East Rochester Union Free School District Universal Pre-Kindergarten RFP#23-01

work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the Owner is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).

2. LIABILITY INSURANCE

The Vendor agrees to secure and maintain, at the Vendor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Vendor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

1. COMMERCIAL GENERAL LIABILITY

- a. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to **ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement**. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the **VENDOR**:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Med. Expense (any one person)	\$5,000

- b. **Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis** with the following language, unaltered:

"East Rochester Union Free School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured. "

The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Certificates of insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that effects this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- c. If the Vendor's service to the District in any way involves the use of **unmanned aircraft**, the Vendor's General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this exposure.

2. AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the Vendor as the owner or the lessee of automobiles, trucks, trailers, self-propelled Vendor's equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. If any such vehicles are to be used to transport hazardous materials, the Vendor shall also provide pollution liability broadened coverage evidenced by ISO Form CA 99 48. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the Vendor: Combined Single Limit \$1,000,000

See Section 2.I(b) above for additional insured requirements applicable to Automobile Liability insurance.

- 3. EXCESS LIABILITY AND/OR UMBRELLA LIABILITY** applicable to Commercial General and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

See Section 2.I(b) above for additional insured requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

- 4. PROFESSIONAL LIABILITY:** If the Vendor's work on this project involves rendering professional services, the Vendor shall provide Professional Liability coverage for the Vendor's errors, omissions, and negligent acts arising from the performance of the Vendor's services under this contract. Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence/Claim	\$3,000,000
Aggregate	\$3,000,000

5. SEXUAL ABUSE OR MOLESTATION LIABILITY

Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence Annual	\$2,000,000
Aggregate	\$2,000,000

6. DATA BREACH LIABILITY

Coverage limits shall be the greater of the amounts indicated below or the amounts carried by the Vendor:

Each Occurrence	\$ 250,000
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3. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

1. **Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must (1) be legally exempt from obtaining workers' compensation insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured or participate in an authorized group self-insurance plan.
2. **Coverage Evidence.** The Vendor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
 - a. Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
 - OR**
 - b. Either: **C-105.2**, Certificate of Workers' Compensation
Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage
 - OR**
 - c. Either: **SI-12** - Certificate of Workers' Compensation Self-Insurance,
Or: **GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self-Insurance

4. NEW YORK DISABILITY (NY DBL)

Coverage required by the laws of New York State as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

1. **Requirements.** To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured .
2. **Coverage Evidence.** The Vendor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

- a. Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

- b. Either: **DB-120.1**, Certificate of Disability Benefits Insurance
Or: **DB-820/829**, Certificate/Cancellation of insurance

OR

- c. **DB-155**, Certificate of Disability Benefits Self-Insurance

APPENDIX B: UNIVERSAL PRE-KINDERGARTEN AGENCY INFORMATION FORM

SECTION 1: AGENCY INFORMATION	
CBO Name:	
Address:	
Telephone:	
Fax:	
Email Address:	
Website:	
Contact Person & Title:	
Type of Organization:	<input type="checkbox"/> Public Institution <input type="checkbox"/> Private/Non Profit <input type="checkbox"/> Private Profit <i>Please attach proof of organization status (i.e., 501(c)(3) IRS Letter)</i>
Statement of Organizations Mission:	
Years in Existence:	
Hours of Operation:	
Days Per Week:	
Months of Operation:	
Chief Executive Officer:	
Signature of Chief Executive Officer:	

PROPOSAL SUMMARY

Number of UPK classrooms allocated for UPK students for 2023-2024 school year: _____

Number of UPK students proposed to be serviced for the 2023-2024 school year: _____

SECTION 2: AGENCY BACKGROUND

Describe your organization's history of providing quality early childhood programs. Please include information regarding services provided to children with disabilities and children with limited English proficiency.

SECTION 3: PRE-KINDERGARTEN SERVICES

1. Detail how your organization will meet the following goals and objectives of the East Rochester Union Free School District's Universal Pre-Kindergarten Program:
 - Children will enhance their interpersonal/social skills
 - Children will strengthen their cognitive skills
 - Children will increase their early literacy skills
 - Children will strengthen their fine and gross motor skills
 - Children will enhance intrapersonal skills, improving independence and self-reliance
 - Children will develop their character, tolerance, acceptance, and respect.

2. Describe the early childhood services your organization would provide through the UPK program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education including:
 - a. Providing support services to children, to students, and families such as social and health related services.
 - b. Meeting the needs of English Language Learners.
 - c. Encouraging parental involvement in their child's education.
 - d. Ensuring parents have ease of utilization and access to services.
 - e. Supporting transitions/continuity with the District's K-3 program, curriculum and NYS Learning Standards.
 - f. Integrating preschool children with disabilities.
 - g. Ongoing professional development opportunities in which UPK staff will be engaged.

3. Explain the daily class schedule and how it allows for a balance of intentionally planned active and quiet play; indoor and outdoor gross motor activities; and individual and small group activities. Approximately one-third of the daily schedule should be designated for children to engage in self-initiated activities.

4. Explain how the proposed program will meet all applicable health and safety codes and licensure requirements (including the NYS Uniform Fire Prevention and Building Code).

SECTION 4: PROGRAM STAFFING

1. Describe how UPK services will be staffed. Include information regarding staff qualifications, staff patterns and child-staff ratio. You must have a teacher with a NYS Teaching Certificate in early childhood education (N-6 or B-2).
2. Explain the administrative structure of the organization including the supervisory structure for the proposed UPK services, including the qualifications of the supervisor.

SECTION 5: PROGRAM BUDGET

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

1. Please provide a spreadsheet detailing all the program costs including but not limited to the following:
 - Number of Students / Cost per Student
 - Professional Salaries
 - Support Staff Salaries
 - Purchased Services
 - Supplies and Materials
 - Employee Benefits
 - Total Cost

APPENDIX C: UNIVERSAL PRE-KINDERGARTEN REFERENCE FORM

CBO Name:	
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Please list (3) references that your agency 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:		
Dates of Service:		

2.	School District-Public Sector:	
Contact Name/Title:		
Address:		
Telephone:		
Email:		
Dates of Service:		

3.	School District-Public Sector:	
Contact Name/Title:		
Address:		
Telephone:		
Email:		
Dates of Service:		

East Rochester Union Free School District Universal Pre-Kindergarten RFP#23-01

Have you ever failed to complete any contract awarded to you? YES / NO

If so, when, where, and why? _____

Have any 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? YES / NO

If so, please provide details. _____

APPENDIX D: 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

APPENDIX E: NON COLLUSIVE RESOLUTION FOR 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

APPENDIX F: BACKGROUND / CRIMINAL CHECK CERTIFICATION

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 _____, 2023

Notary Signature: _____ Date: _____

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

APPENDIX G: 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 East Rochester Union Free School District.
- D. We warrant that all information provided by us in connection with this proposal are true and accurate.
- E. We warrant that we have read the Request for Proposal (RFP) to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous agency proposal.
- F. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. We certify that the completion of the Proposal is a binding commitment to provide the service of administering the District's Pre- Kindergarten (Pre-K) Program requested as proposed herein.
- G. We certify, under penalty of perjury, that our agency has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of our employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

APPENDIX H: 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 they are 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 _____, 2023

Notary Public: _____

**APPENDIX I: UNIVERSAL PRE-KINDERGARTEN HOLD HARMLESS AGREEMENT
(This form must be signed and notarized)**

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify East Rochester Union Free School District Board of Education, East Rochester Union Free School District, or any officer, agent, servant, or employee of the East Rochester Union Free School District 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 East Rochester Union Free School District, East Rochester Union Free School District Board of Education, or any officer, agent, servant, or employee of the East Rochester Union Free School District on any claim or demand, and shall satisfy any judgment that may be rendered against the East Rochester Union Free School District, East Rochester Union Free School District Board of Education, or any officer, agent, servant, or employee of the East Rochester Union Free School District.

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

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2023

Notary Signature: _____ Date: _____