

West Hempstead Union Free School District
REQUEST FOR PROPOSALS (RFP) #2024-01
Universal Prekindergarten Program

RFP #	2024-01
Issue Date	March 5, 2024
Submission Deadline	April 5, 2024
Submission Address	252 Chestnut Street West Hempstead, NY 11552
Submission Contact	Brian Phillips Assistant Superintendent for Business and Operations/Purchasing Agent

RFP SUBMISSION INSTRUCTIONS

I. NOTICE TO PROPOSERS

1. The West Hempstead Union Free School District (hereinafter referred to as "**District**") (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed proposals for the following:

a. Purpose

The District is requesting proposals from qualified agencies to collaborate with the District to implement its Universal Prekindergarten program (the "Program") for eligible students who are four years old or will be four years old by December 1 of the school year in which they enroll in the UPK program or are otherwise eligible to attend kindergarten the following school year and who reside in the District. There are currently approximately 40 spots available. This will be a contract for the 2024-2025 school year, with the option to renew for up to four (4) additional years in one-year increments at the discretion of the Board of Education. The initial contract will begin upon the execution of a contract between the awarded vendor and will end on June 30, 2025. Any subsequent contract year will begin on July 1 and end on June 30 of the school year.

Qualified agencies may submit a proposal for implementing the Program (each a "Proposal") in the District's facilities.

The services to be provided by the awarded vendor will be conducted consistent with the Amendment of the Regulations of the Commissioner of Education, pursuant to Education Law, sections 101, 207, and 3602-e and Chapter 57 of the Laws of 2007. The Program will be offered for five (5) hours, five days a week, for 180 days. The desired educational activities' elements are discussed in the Program Requirements section. Contract award will not necessarily be based on the lowest price but on the best-perceived value to the District, students, and families utilizing the Program.

b. Scope of Services

The scope of services shall include, but may not be limited to, the following: to provide instruction, in collaboration with and under the supervision of the District, that is aligned with New York State learning standards, ensures continuity with instruction in the early elementary grades, and is integrated with the District's instructional programs in kindergarten through grade twelve.

The Program must be aligned with all District policies and will meet the requirements of all District policies and procedures. The agency will also follow all the regulations and policies regarding Statewide Universal Full Day Prekindergarten Program registration and enrollment.

The agency shall provide an early literacy and emergent reading program based on effective, evidence-based instructional practices. Essential components of this Program shall include:

- Background knowledge;
- Phonological awareness;
- Expressive and receptive language;
- Vocabulary development; and
- Phonemic awareness.

Activities shall be learner-centered and shall be designed and provided in a way that promotes the child's total growth and development and ensures that:

- Students are encouraged to be self-assured and independent through a balanced schedule of teacher-initiated and child-initiated learning activities;
- Instructional materials and equipment shall be arranged in learning centers that promote a balance of individual and small group activities;
- Teachers shall use intentional planning to focus instruction to meet the differentiated learning styles of students;
- Students will strengthen their cognitive skills;
- Students will develop their early literacy skills (reading, writing, speaking, listening, and information processing);
- Students will increase their creative and artistic abilities;
- Students will improve their inter and intra-personal skills, increase their feelings of self-worth, and become independent at a developmentally appropriate level;
- Students will increase their appreciation of diversity and improve their understanding of their heritage and its relationship to their self-image and interactions with others;
- Students will enhance their personal, physical, and emotional wellness;
- Students will increase their physical skills (fine and gross motor movement, kinesthetic and spatial relationships);
- Students will develop their numeracy skills (ex. counting);
- Students will hone their executive functioning skills and
- Students will have the opportunity to take part in purposeful play that includes drawing and dramatizing stories.

The District shall establish a process for assessing the developmental baseline and progress of all children participating in the Program. The agency shall administer an ongoing assessment of language, cognitive, and social skills development.

c. Additional Requirements

Nutrition. The agency will provide nutritional meals and snacks to all students participating in the Program. Meals and snacks shall be provided in an environment conducive to interaction between staff and children and at a time appropriate to meet the children's needs and provide sufficient time for eating and interaction.

Class size. Classes shall contain no more than 18 students unless the District agrees to larger class sizes of up to 20. For classes of up to 18 students, one teacher and one paraprofessional must be assigned to each class. For classes of 19 or 20 students, one teacher and two paraprofessionals must be assigned to each class.

The daily operations of the Program will begin on the first day of the school year and end on the last day of school in June, ultimately following the District's school year calendar.

The Program will offer an Open House Program to allow families to learn about the Program and register children in addition to online registration options.

The Program must maintain regular contact with parents to involve them in their children's learning through newsletters, reports, and informal conversations with parents as they arrive to pick up their children.

The awarded vendor will supply and maintain all equipment except as otherwise provided by the District.

Program staff must always be reachable by District staff by carrying an on-site cell phone at the expense of the vendor. An emergency protocol will be in place to address emergencies, including but not limited to lockouts, lockdowns, evacuations, and medical emergencies.

d. Staff Qualifications

The awarded vendor must have the appropriate license to operate the Program and meet the Commissioner's Regulations Subpart 151-1 standards and requirements.

All proposed prekindergarten teachers providing instruction in the Program must meet or exceed the New York State Education Department (NYSED) Regulations for certifications. All proposed Prekindergarten teachers providing instruction as part of the Program shall possess the following:

- A New York State teaching license or certificate valid for service in the early childhood grades; OR
- A New York State teaching license or certificate for students with disabilities; OR

- A bachelor's degree in early childhood education or a related field and a written plan to obtain a certification valid for service in the early childhood grades within five years.

A prekindergarten teaching assistant providing instructional support as part of the Program in a prekindergarten classroom shall meet all qualifications pursuant to Part 80 of the New York State Education Law.

A prekindergarten teacher aide providing instructional support as part of the Program in a prekindergarten classroom shall meet the qualifications prescribed by the District's Board of Education.

More information may be found on the NYSED site:

<https://www.nysed.gov/early-learning/state-administered-prekindergarten-programs>

The awarded vendor's staff members providing services as part of the Program must participate in a training program and receive ongoing professional development at the expense of the vendor. Training topics may include child development, positive guidance, program quality, safety, curriculum, and partnership building. Information concerning the training programs must be made accessible to the District.

Administrators/managers will be available to conduct program visitations to assess Program quality and provide additional resources and coaching for Program staff.

Fingerprinting and background checks for all employees and volunteers of the awarded vendor providing services as part of the Program must be completed before having contact with any District students. The cost of fingerprinting and background checks is the responsibility of the awarded vendor.

The staff of the awarded vendor providing services as part of the Program should be qualified and alert in their supervision. Such staff members should be knowledgeable to address the needs of all students including students with medical needs and students with disabilities.

e. Fiscal and Program oversight

The District will monitor compliance by the awarded vendor with all fiscal and Program requirements, shall assess student progress in the Program, and shall correct any identified deficiencies.

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 New York State.
- C. Will oversee the Agency's program in the implementation of the requirements of NYSED through a quarterly Quality Assurance review. The Agency 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, 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. In no event will the District's cost to the awarded vendor exceed the funding received by the District from New York State.

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.

f. Eligible Students

The District will have sole discretion regarding which children will be enrolled in the Program.

g. Facilities Requirements

All buildings, premises, equipment, and furnishings used for the 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 and any applicable facility requirements of a State or local licensing or registering agency.

h. Proposal Presentation

Each Proposal submitted by a vendor in response to this RFP must succinctly and clearly address the following:

- 1) A description of the services to be provided;
- 2) A detailed narrative that describes how the vendor proposes to meet the goals and objectives of the District's Universal Prekindergarten program plan;
- 3) A description of the vendor's history, vision, and philosophy. Indicate the years the vendor has provided services similar to those requested in the RFP. Describe the vendor's organizational structure. Provide the vendor's organizational chart. Confirm that the vendor has a State license to operate childcare. If so, provide the licensing agency and the name and contact information for the licensing agency.
- 4) Describe the vendor's qualifications and experience providing Prekindergarten services in school settings.
 - a. Describe the vendor's capacity and experience in servicing students with disabilities;
 - b. Describe the vendor's capacity and experience in servicing students and their parents and/or guardians when they are limited English proficient;
 - c. Describe the vendor's current program design and experience in providing developmentally appropriate programs.
- 5) Plan for delivery of services:
 - a. What enrollment minimums does the vendor require to operate the Program?
 - b. Provide a sample lesson plan, meal and snack menu, and Program schedule.
 - c. How does the vendor handle equipment, supplies, consumables, and furniture needed for program operations?
 - d. Describe the vendor's methods used to communicate with parents of students in your Program.

- e. Describe how the vendor will provide program information to the Board of Education, principals, and other administrative personnel.
 - f. Describe how the vendor will collaborate and communicate with school site leadership and staff about the Program and student needs.
 - g. Describe how the vendor plans to market the Program to the West Hempstead community.
 - h. Describe the vendor's supervision plan and the method used to account for and track the whereabouts of each student in the Program.
 - i. Describe how the vendor will incorporate diversity into the Program.
 - j. Provide all relevant insurance verification, including a dollar value to which the vendor is covered. What types of insurance does the vendor offer?
 - k. Provide a timeline indicating the steps and time needed to establish the Program.
 - l. Describe staff training and resources available to de-escalate disputes and resolve differences and conflicts between students and between students and adults.
- 6) Staffing Plan. Describe the vendor's staff's qualifications, staffing patterns, and child-staff ratio.
- a. What are the required qualifications for each staff member involved with the Program?
 - b. What staffing ratios will be employed?
 - c. What training program does the vendor have for initial and ongoing staff members?
 - d. Describe the vendor's staffing patterns, staff stability, and ability to fill vacancies on time.
- 7) Document that all applicable health and safety codes and licensure or registration requirements are met.
- 8) Describe the vendor's record management and documentation procedures.
- 9) Provide documentation demonstrating the effectiveness of the vendor's Prekindergarten Program.
- 10) A Budget of proposed expenditures for services rendered.

11) References and Additional Information

- a. Provide at least three written references from other school districts based on the services provided.
- b. Provide the vendor's business name, contact person, complete address, and phone number.
- c. Provide parent survey responses demonstrating the satisfaction of the services the vendor offers families, if available. Surveys must be current within the last year.
- d. Provide a Parent Handbook or similar document/brochure.
- e. Provide a website address.
- f. Provide any information if the vendor plans or would consider hiring current District school staff.
- g. Has the vendor had a childcare agreement terminated for convenience or due to default in the last five (5) years? If yes, provide details.
- h. Is the vendor aware of any claims made or litigation alleging misconduct, discrimination, or sexual harassment against the vendor or the vendor's employees? If yes, provide details.
- i. Is the vendor involved in or aware of any pending disciplinary action or investigation by any local, state, or federal agency? If yes, provide details.

12) Proposal Evaluation

- a. Proposals received will be evaluated by the Office of the Superintendent to determine whether the requirements of this RFP are met and to make a recommendation to the Board of Education for contract award.
- b. Proposals shall be evaluated based upon the criteria specified in this subsection, in accordance with Subpart 151-1 of the Commissioner's Regulations, including but not limited to the following:
 - i. The quality, innovation, and clarity of the program description
 - ii. Employee qualifications
 - iii. Experience
 - iv. Client references
 - v. Staff training
- c. The evaluation process is designed to award the Proposal not necessarily to the vendor of least cost but to the

vendor with the best attributes based on the evaluation criteria.

d. References may be checked before Board approval.

i. Insurance Requirements

- i. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the universal Pre-K provider hereby agrees to effectuate the naming of the District as an Additional Insured on the universal Pre-K provider's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- ii. The policy naming the District as an Additional Insured shall:
 - 1) Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - 2) State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including Workers Compensation.
 - 3) Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
- iii. At the District's request, the universal Pre-K provider shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the universal Pre-K provider will provide a copy of the policy endorsements and forms.
- iv. The universal Pre-K provider agrees to indemnify the District for applicable deductibles and self-insured retentions.
- v. Minimum Required Insurance:
 - 1) Commercial General Liability Insurance
 - a. \$1,000,000 per Occurrence/\$2,000,000 Aggregate
 - b. \$2,000,000 Products and Completed Operations
 - c. \$1,000,000 Personal and Advertising Injury
 - d. \$1,000,000 Sexual Misconduct and Assault

- e. \$100,000 Fire Damage
 - f. \$10,000 Medical Expense
- 2) Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - 3) Automobile Liability
 - a. \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - 4) Workers' Compensation and NYS Disability Insurance
 - a. Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - 5) Professional Errors and Omissions Insurance
 - a. \$1,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - 6) Umbrella/Excess Insurance
 - a. \$1,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability and Auto Liability coverages (where applicable).
- vi. The Universal Pre-K provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The Universal Pre-K provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

j. Transportation

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

2. To receive consideration, proposals must be submitted to Brian Phillips, Assistant Superintendent for Business and Operations, at 252 Chestnut Street, West Hempstead, NY 11552, no later than **11:00 am on April 5, 2024**. If the District is officially closed on the date scheduled for submission of proposals, the required date for submission will be on the next day the District is officially open.
3. Vendors must submit an original Proposal (identified as such) and two (2) copies in a sealed envelope and must indicate the following information on the outside of the package:
 - i. Vendor's name and address
 - ii. RFP number and title
 - iii. RFP due date
4. There is no expressed or implied obligation for the District to reimburse vendors for any expenses incurred in responding to this RFP, including, but not limited to, preparing Proposals, attending a pre-proposal conference, attending entrance and exit conferences, or interview(s).
5. Submission of a Proposal indicates acceptance by the vendor of the terms and conditions contained in this RFP.
6. Vendors are encouraged to submit an electronic copy of the Proposal (e.g., on a flash drive) in a sealed envelope.
7. In submitting a Proposal, the vendor agrees to all of the terms and conditions set forth in the contract document attached to this RFP as Attachment "E" (the "Contract").

II. INSTRUCTIONS TO VENDORS

1. Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned to the vendor unopened. The vendor assumes the risk of any delay in the mail or in handling the mail by District employees. The vendor assumes all responsibility for having the Proposal deposited on time at the place specified.
2. The District will interpret the submission of a Proposal to mean that the vendor is fully informed as to the extent and character of the services, supplies, and materials required

and that the vendor can furnish the same in complete compliance with all RFP documents.

3. Upon receipt, complete the enclosed Receipt Confirmation Form and email it to Brian Phillips, Purchasing Agent for the West Hempstead Union Free School District: bphillips@whufsd.com. All subsequent information regarding this RFP will be directed only to those who return the form indicating they intend to submit a proposal. Requests for additional information or clarification regarding the specifications should also be emailed to Brian Phillips. All questions will be answered in an addendum that will be provided to all prospective bidders with the returned Receipt Confirmation Form.
4. The Non-Collusive Certification (Attachment "B") must be filled out in its entirety and included with each Proposal as required by the District.
5. The forms listed below must be completed and included with each Proposal, and all vendors must sign all RFP documents where indicated.

Attachment A - District RFP Vendor Form
Attachment B - Non-Collusive Bidding Certification
Attachment C - Iran Divestment Act Certification
Attachment D – Receipt Confirmation Form
Attachment E – Sexual Harassment Prevention Certification

6. No interpretation of the meaning of the RFP Documents will be made to any vendor orally. Every request for such interpretation should be in writing, addressed to

Brian Phillips Assistant Superintendent for Business and Operations
Email: bphillips@whufsd.com

Any interpretations issued will be in the form of an addendum/addenda to the RFP. All addendum/addenda so issued shall become a part of the RFP. Any addenda sent to the vendors shall be binding and take precedence over the section of the original RFP document it replaces.

7. The District may make any investigation it deems necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish to the District all such information and data for this purpose as the District may request.

III. AWARD AND RESERVATION OF RIGHTS

1. The contract will be awarded to the responsive and responsible vendor offering a Proposal response that best meets the terms, conditions, and criteria stated in the RFP. Contract award will not necessarily be based on the lowest price but on the best-perceived value to the District, students, and families utilizing the Program.

2. The District reserves the right to make awards within sixty (60) days after the date of the Proposal opening. Proposals may not be withdrawn unless the vendor distinctly states in the Proposal that acceptance thereof must be made within a shorter specified time.
3. The District reserves the right to inspect the vendor's physical facilities prior to the Contract award. If the vendor's facility is found insufficient for the services specified herein, the District reserves the right to reject the Proposal.
4. The District reserves the right to reject all Proposals. The District also reserves the right to reject any Proposal, in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions if, in its judgment, the District's best interests will be served.
5. The District reserves the right to reject incomplete Proposals. The District also reserves the right to request additional data or material at any time. All material submitted in response to this RFP will become the property of the District upon the opening of this RFP.
6. The District reserves the right to reject Proposals that impose conditions that would modify the terms and conditions of this RFP or limit the vendor's liability to the District on the contract awarded based on such Proposal.
7. The District reserves the right to reject any Proposal where investigation and evaluation of the vendor's qualifications indicate that the vendor may not promptly and efficiently complete the services as per the terms, conditions, and specifications in the RFP documents.
8. The District reserves the right to negotiate the terms of the RFP, including the award amount, with the selected vendor(s) prior to entering into the contract.
9. The District reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected.
10. Notwithstanding any provision to the contrary within this RFP or the contract, the District reserves the right to terminate the services provided by the awarded vendor at any time in the event the official District school year calendar is shortened as a result of unanticipated disruptions due to illness, war, civil unrest, or other acts of God.
11. At the District's discretion, vendors submitting Proposals may be requested to make oral presentations as part of the evaluation process at a time determined by the District.
12. Each Proposal will be received with the understanding that the acceptance thereof, in writing, by the District to furnish any or all of the products and/or services

described therein shall constitute a contract between the awarded vendor and the District. The contract shall bind the awarded vendor to furnish and deliver at the prices and in accordance with the conditions of the awarded vendor's Proposal. The District reserves the right to increase or decrease the products and/or services in the District's best interest.

13. All Proposals, with consideration to the escalation clause (if any), will be held firm for the duration of the contract, including any extensions agreed to by the parties.
14. The placing in the mail of a notice of award to the awarded vendor to the address given in the Proposal, will be considered sufficient notice of award of the contract. Failure of the awarded vendor to contact the District to object to the award or prices therein within seven (7) days of mailing notice of award will be considered an acceptance of the contract by the awarded vendor.
15. If the awarded vendor fails to deliver or provide the services within the time specified, or within a reasonable time as interpreted by the District or fails to make replacement of rejected items when so requested immediately or as directed by the District, the District may purchase from other sources to take the place of the item rejected or not delivered or services not provided. The District reserves the right to authorize immediate purchase from other sources against rejections on the contract when necessary. On all such purchases, the awarded vendor agrees to reimburse the District promptly for excess costs occasioned by such purchases. Should the cost be less, the awarded vendor shall have no claim to the difference. Such purchases will be deducted from the Contract quantity.
16. In the District's sole discretion, the Proposal of a vendor whose performance on any previous contract with the District has been deemed unsatisfactory may be rejected.

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ATTACHMENT "A"

VENDOR FORM

Name of Vendor:

Address:

Prepared By:

Title:

The undersigned declares that _____ carefully examined all documents that constitute the RFP, including, but not limited to, the Purpose, Scope of Services, and all of the Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in the vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions in the RFP documents if the District accepts the vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this RFP as principals are as follows:

Signature of persons, corporation or firm

Date:

Firm:

Phone:

Name:

Prepared by (Signature): _____

Email:

ATTACHMENT "B"

NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name:

Address:

I. General Certification:

- A. The vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusion Certification

- A. By submitting a proposal in response to this RFP (a "Proposal"), the vendor certifies that it is complying with Section 103-d of the General Municipal Law as follows:
 - B. By submission of a Proposal, each vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint RFP, each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief:
 - 1. the prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purposes of restricting competition as to any matter relating to such prices with any other vendor or competitor;
 - 2. unless otherwise required by law, the prices in the Proposal were not disclosed by the vendor prior to opening, directly or indirectly, to any other vendor, contractor, or competitor;
 - 3. no attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition.
- C. A Proposal shall not be considered for award, nor shall any award be made where sections II(B)(1), (2), and (3) above have not been complied with; provided, however, that if in any case, the vendor cannot make the foregoing certification, the vendor shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where Sections II(B)(1), (2), and (3) above have not been complied with, the Proposal 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 which the Proposal is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective

customers or proposed or pending publications of new or revised price lists for such items, or (C) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

- A. Any Proposal hereafter made to any political subdivision of the state or any public department, agency, or official thereof by corporate vendor for work or services performed or to be performed or goods sold or to be sold where a competitive proposal is required by statute, rule, regulation, or local law and where such Proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the vendor. Such authorization shall be deemed to include the signing and submission of the Proposal and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

IV. Department and Suspension Certification

- A. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive vendor include a certification statement with each Proposal on each contract. By signing the certification statement, the vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. Each vendor is responsible for signing and submitting the certification statement with any proposal. A school authority may rely upon the certification statement submitted by the vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the vendor's status relative to debarment and suspension.

Signature

Title

Date

ATTACHMENT "C"

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, 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 response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such contract any subcontractor that is identified on the prohibited entities list.

Additionally, the vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew, or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation must certify at the time the contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

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

DISTRICT reserves the right to reject any bid, Proposal, or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT "D"

RECEIPT CONFIRMATION FORM

Please complete and email this confirmation form within five (5) working days of receiving the proposal package to:

Brian Phillips,
Purchasing Agent
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SUBJECT: RFP #2024-01 UNIVERSAL PREKINDERGARTEN PROGRAM

Failure to return this form may result in no further communication or addenda regarding this RFP.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

I have received a copy of the above-noted Proposal.

_____ We will be submitting a proposal.

_____ We will not be submitting a proposal.

If you are responding that you are not submitting a proposal, please explain why:

ATTACHMENT "E"

SEXUAL HARASSMENT PREVENTION CERTIFICATION

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

Signature of Official _____

Title of Official _____

Printed Name of Official _____

Firm's Name _____

Date _____

ATTACHMENT "F"

THIS CONTRACT made this _____ day of _____, 20__ by and between the Board of Education, West Hempstead Union Free School District ("DISTRICT"), having its principal place of business for the purpose of this contract located at 252 Chestnut Street, West Hempstead, NY 11552 and [NAME OF VENDOR] _____ ("VENDOR"), having its principal place of business for purposes of this contract at [ADDRESS] _____.

1. TERM OF CONTRACT

The initial term of this contract shall be from the date of execution through June 30, 2025, unless terminated earlier as provided for in this contract. The initial term may be extended for up to four (4) renewal terms of one (1) year by mutual written agreement by both parties.

2. PARTIES

a. The DISTRICT desires to contract with the VENDOR to implement a Universal Prekindergarten program (the "Program") for eligible students who reside in the District.

3. SCOPE OF SERVICES

a. The scope of the services to be provided by the VENDOR pursuant to this contract shall be those services spelled out in the "Scope of Services" section in the Notice to Proposers in the RFP documents.

4. PAYMENT

- a. The DISTRICT shall pay the VENDOR in accordance with the schedule attached as Exhibit "A."
- b. Payment shall be made within sixty (60) days following the satisfactory completion of the contract upon approval by the DISTRICT.
- c. Payment will be made only after a correct, original invoice has been received from the VENDOR.
- d. Payment of any invoice shall not preclude the DISTRICT from making a claim for adjustment for any services found not to have been in accordance with the contract.
- e. The VENDOR will be engaged as an independent contractor and, therefore, be solely responsible for the payment of Federal Income Taxes applicable to this contract.

- f. Neither the **VENDOR** nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract, including but not limited to Social Security, New York State Workers' Compensation, Unemployment Insurance, Employees' Retirement System, health or dental insurance, or malpractice insurance or the like.

5. VENDOR INSTRUCTIONS / RESPONSIBILITY

- a. The **VENDOR** must follow the rules and regulations of the **DISTRICT** while work pursuant to the contract is being performed.
- b. The **VENDOR** shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment to be used directly in the performance of the **VENDOR**'s work shall be brought to and/or stored on the premises of the **DISTRICT**. After any such equipment is no longer required for its work, the **VENDOR** shall promptly remove such equipment from the premises of the **DISTRICT**. The **VENDOR** shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage, and all other adversity.

6. TERMINATION OF CONTRACT

- a. This contract is subject to termination by either party upon thirty (30) days written notice. In the event of termination of the contract, the **DISTRICT**'s responsibility shall be to pay for services performed by the **VENDOR** and authorized costs.

7. TERMINATION FOR BREACH OF CONTRACT

- a. In the event the **VENDOR** fails to deliver as ordered, or within the time specified or fails to abide by any of the provisions of this contract, including but not limited to untimely performance or other unsatisfactory performance, such failure shall constitute a breach of contract and may result in termination of the Contract by **DISTRICT**.
- b. In the event of breach, the **DISTRICT** shall provide written notice of such breach to the **VENDOR**. If the **VENDOR** does not cure such breach within a ten (10) day period of such notice, the **DISTRICT** reserves the right to terminate this contract immediately. However, should the **VENDOR** cure such breach and perform its obligations during such ten (10) day notice period, the contract shall continue in full force and effect.
- c. In the event of termination for breach of contract:
 - i. The **DISTRICT** may procure the required services from other sources so that the continuity of the operations may be protected and

- ii. VENDOR will be responsible for indemnifying the DISTRICT for costs incurred in obtaining a new contract and for any increase in cost of service involved for the duration of the term of the original contract.

8. PREVAILING WAGE – NOT APPLICABLE

- a. VENDOR shall comply with Prevailing Wage Rates as issued by the State of New York Department of Labor for the location and duration of this Proposal.
- b. The cost of such compliance shall be borne entirely by VENDOR, who shall hold the DISTRICT harmless from any claims, demands, or penalties arising from VENDOR's failure to comply with the above.
- c. Requests for payment from VENDOR must include certified payrolls for all workers. In the event the prevailing wage rate increases during the term of the contract, the Proposal prices shall stand.
- d. VENDOR agrees to verify all rates with the New York State Department of Labor prior to doing any work for the DISTRICT and to establish which of the workers involved in any part of the contract are required by law to receive said rates.

9. DEFENSE AND INDEMNIFICATION

The VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VENDOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this contract. The obligations pursuant to this provision shall survive the termination of this contract.

10. INSURANCE

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the universal Pre-K provider hereby agrees to effectuate the naming of the District as an Additional Insured on the universal Pre-K provider's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- b. The policy naming the District as an Additional Insured shall:
 - i. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District .

- ii. State that the organization's coverage shall be primary and non-contributory coverage for the 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 20 26) or equivalent. The decision to accept an endorsement rests solely with the District . A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
- c. At the District's request, the universal Pre-K provider shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the universal Pre-K provider will provide a copy of the policy endorsements and forms.
- d. The universal Pre-K provider agrees to indemnify the District for applicable deductibles and self-insured retentions.
- e. Minimum Required Insurance:
 - i. Commercial General Liability Insurance
 - 1) \$1,000,000 per Occurrence/\$2,000,000 Aggregate
 - 2) \$2,000,000 Products and Completed Operations
 - 3) \$1,000,000 Personal and Advertising Injury
 - 4) \$1,000,000 Sexual Misconduct and Assault
 - 5) \$100,000 Fire Damage
 - 6) \$10,000 Medical Expense
 - ii. Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District .
 - iii. Automobile Liability
 - 1) \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - iv. Workers' Compensation and NYS Disability Insurance
 - 1) Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

v. Professional Errors and Omissions Insurance

- 1) \$1,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

vi. Umbrella/Excess Insurance

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

- f. The Universal Pre-K provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District . The Universal Pre-K provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District .

11. **NOTICES**

Any notices to be given under this contract by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

To the VENDOR:

To the DISTRICT:

West Hempstead UFSD
 Superintendent of Schools
 252 Chestnut Street
 West Hempstead, New York 11552

12. **NON-ASSIGNMENT**

VENDOR may not engage subcontractors, hire others to perform all or part of this contract, nor otherwise delegate its obligations to perform under this contract without the written approval of the DISTRICT. Any consent so given shall apply to the specific assignment subletting or subcontracting referred to therein and shall not constitute a general waiver of the prohibition contained herein. Each assignment subletting or subcontracting shall require specific written consent.

13. **TAXES**

No charge will be allowed for federal, state, or municipal sales and excise taxes since the DISTRICT is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

14. **LEGAL COMPLIANCE**

- a. VENDOR shall comply with all laws, ordinances, rules, and regulations that may govern the work specified in this contract. The cost of such compliance shall be borne entirely by VENDOR, who shall hold DISTRICT harmless from any claims, demands, or penalties arising from VENDOR's failure to comply with the above.
- b. VENDOR hereby certifies that it possesses all required certifications, licenses, and insurances necessary to perform the services described within this contract. VENDOR also certifies that all individuals performing any of the services hereunder described are duly qualified through experience and education and that they possess all required licenses and certifications.

15. **NON-DISCRIMINATION**

- a. Services provided pursuant to this contract shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

16. **NON-APPROPRIATION**

In accordance with the New York State Education Law and §109-b of the General Municipal Law, In the event that the DISTRICT must terminate this contract for non-appropriation of funds, the DISTRICT agrees to pay all outstanding balances, plus earned interest (if any) to the date of cancellation. Unearned interest shall not be charged, and no other charges, including, but not limited to, penalty charges, service charges, or early payment charges, may be assessed.

17. **SAVINGS CLAUSE**

VENDOR shall not be held responsible for any losses resulting if the fulfillment of the terms of this contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts not within the control of the

VENDOR, and which, by the exercise of reasonable diligence, the VENDOR is unable to prevent.

18. **SEVERABILITY**

Should any provision of this contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the contract had been executed with the invalid provision(s) eliminated.

19. **NO WAIVER**

DISTRICT's failure to enforce at any time, or for any period of time, the provisions of this contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

20. **VENUE**

This contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning this contract will be brought and adjudicated in Supreme Court, Nassau County.

21. **INCORPORATION OF RFP BY REFERENCE**

The terms of the Request for Proposals are hereby incorporated into this contract by reference, and a copy of such Request for Proposals is attached as Exhibit "B."

In the event of any disagreement between the terms of the Request for Proposals and this Contract, the terms of this contract shall govern.

22. **ENTIRE CONTRACT**

This contract constitutes the full and complete agreement between the DISTRICT and the VENDOR and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

23. **CONTRACT CONSTRUCTION**

This contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

24. **AMENDMENT**

This contract may be amended only in writing and signed by both parties.

25. **EXECUTION**

This contract, and any amendments to this contract, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

26. **AUTHORITY TO ENTER CONTRACT**

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

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

VENDOR

BY: _____

Name: _____

Title _____

WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT

BY: _____

PRESIDENT
BOARD OF EDUCATION

EXHIBIT "A"

FEEES

EXHIBIT "B"
RFP SUBMISSION