



## **Request for Proposal (RFP) 2023-2024 Universal Prekindergarten Program**

The Minisink Valley Central School District issues this Request for Proposal to seek high quality agencies/CBO's (Community Based Organizations) that demonstrate best practices for four-year-old students in prekindergarten to provide Prekindergarten Education services for the Minisink Valley Central School District. Funding for Prekindergarten CBO's for the Minisink Valley Central School District is contingent upon the District receiving UPK funding from The New York State Education Department. Therefore, all applicants must agree to provide services aligned to the requirements placed upon the Minisink Valley Central School District by the New York State Education Department, including aligning instruction to [The New York State Prekindergarten Learning Standards](#) for four-year-old children.



MINISINK VALLEY CENTRAL SCHOOL DISTRICT  
PO BOX 217, ROUTE 6  
SLATE HILL, NY 10973

The Board of Education of the Minisink Valley Central School District (hereinafter referred to as the "District") hereby invites the submission of proposals for the following professional services:

**UNIVERSAL PREKINDERGARTEN PROGRAM**

RFP # 23-01

Due Date: **May 12, 2023 at 2:00PM**

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. Submitted proposals shall remain irrevocable for the contract period. The award of contracts, if at all, shall be made as soon as practicable. 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 contracts. The Board of Education reserves the right to reject any or all proposals in its discretion.

By order of the Board of Education.

Christian Ranaudo  
Assistant Superintendent for Curriculum & Instruction  
Dated: April 25, 2023

**MINISINK VALLEY CENTRAL SCHOOL DISTRICT  
RFP # 23-01 UNIVERSAL PREKINDERGARTEN PROGRAM**

**1. INTRODUCTION**

The Minisink Valley Central School District, hereinafter referred to as “the District,” invites proposals (“RFP”) from qualified agencies (The Agency) to administer the District’s Universal Prekindergarten (UPK) Program for the 2023-2024 school year, with an option to renew for the 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years. The District is seeking the Agency to provide the site and run the program.

The Minisink Valley Central School District is a high-performing school district serving a diverse population of approximately 3,500 students, prekindergarten through 12<sup>th</sup> grade.

**2. PROPOSAL DUE DATE**

Proposals will be accepted up until 2:00 pm on **May 12, 2023** in the Central Office, Minisink Valley Central School District, 2320 Route 6, Slate Hill, NY 10973 and/or mailed to the attention of Christian Ranaudo, Assistant Superintendent.

**3. PROPOSAL QUESTIONS**

The District reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

Failure of any Proposer to receive any Addendum or interpretation issued shall not relieve any Proposer from any obligations under their Proposal submitted. Only questions answered by formal written Addenda will be binding.

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

**4. CONTRACT TERM**

The contract, once awarded, shall be in effect from July 1, 2023 through June 30, 2024, with an option to renew for four additional one-year periods, at the discretion of the District, under the same terms and conditions as mutually agreed by the District and the awarded agency.

At the end of any contract term, the District reserves the right to extend this contract upon the same terms and conditions for a period of up to 60 days for the purpose of getting a new contract in place.

Proposals will remain firm for a period of 45 days following the date of the proposal opening, and shall thereafter remain firm until and unless the Proposer provides written notice to the Minisink Valley Central School District, Assistant Superintendent that the proposal has been withdrawn.

## 5. CONTRACT TERM RENEWAL

The awarded agency will notify the District in writing no later than 90 days in advance of the end of the term of this Agreement to discuss renewal.

## 6. SCOPE OF SERVICES REQUIRED

The District is seeking proposals from qualified agencies to Subcontract with the District under S 3602-e (12) Universal Prekindergarten Program, in Partnership with New York State Education Department. The Agency will work in collaboration and under the supervision of the District to provide prekindergarten placements. The Agency is expected to enhance program quality by adopting “best practices” program standards including valid and reliable measures of environmental quality, the quality of teacher-student interactions, and student outcomes.

Successful proposer(s) shall provide Universal Prekindergarten program services consisting of, but not limited to, the following:

**A Half-Day:** 2.5 instructional hours per day, five days per week for four year olds (children born 12/2/2018-12/1/2019) for at least 180 days during the 2023-2024 school year.

**Full-Day:** 5 instructional hours per day, five days per week for four year olds (children born 12/2/2018-12/1/2019) for at least 180 days during the 2023-2024 school year.

- B.** The program must be aligned with all Minisink Valley Central School District policies and will meet the requirements of the policies and procedures set forth in **Appendix A**. The proposer will also follow all the regulations and policies regarding Universal Prekindergarten (UPK) and Statewide Universal Full-Day Prekindergarten (SUFDPK) as applicable.
- C.** Agency must be able to screen the new entrants (Part 117 of the Regulations of the Commissioner of Education) to determine which students are possibly gifted, have or are suspected of having a disability and/or possibly are limited English proficient, utilizing district approved screening tools.
- D.** The Agency will work with the District to align curricula and instruction with NYS Prekindergarten Learning Standards during the contracted period.
- E.** The Agency will also adopt approved quality indicators of assessment using evidence based research that is developmentally appropriate and aligned with the district’s curriculum, as determined by the Board of Education and Superintendent of Schools.
- F.** Meals/Snacks take place in an environment conducive to staff/child interaction and appropriate to meet children’s needs. There should be sufficient time for eating and interaction and social emotional growth.

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

**H.** Follow the district established school calendar. Teachers, leaders and staff are expected to participate in District provided professional development days.

**I.** The Agency will help the transition of Prekindergarten students to Kindergarten by providing the following services:

- Strengthening their cognitive skills.
- Increase early literacy skills (reading, writing, speaking, listening and information processing).
- Increase their creative and artistic abilities.
- Improve inter and intra personal skills, feelings of self-worth, and become independent at a developmentally appropriate level.
- Increase appreciation of diversity and improve understanding of their own heritage and its relationship to self-image and interactions with others.
- Enhance personal, physical and emotional wellness following the components of NYSED Social Emotional Learning Benchmarks. <http://www.p12.nysed.gov/sss/sel.html>
- Increase physical skills including fine and gross motor movement, kinesthetic and spatial relationships.
- Encourage parental involvement in their child's education.
- Ensure parents have ease of utilization and access to program and program services. ·

Integrate preschool children with disabilities.

**J.** The Agency will also meet the needs of English Language Learners in the following categories:

- Understand language development.
- Recognize the connection between the home language and English.
- Connect oral language to emergent literacy.
- Multilingual Learner Identification — Work with the District in the use of NYSED's [Emergent Multilingual Learners Language Profile for Prekindergarten Students](#) to identify students who speak a language other than English.

- K.** All individuals providing services to students in the Universal Prekindergarten 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 Prekindergarten Program.
- L.** The Agency will generate a monthly invoice for services and will provide it to the District's Administrator of the Prekindergarten Program.
- M.** The Agency will keep daily attendance records and will provide them monthly to the District's Administrator of the Prekindergarten Program.
- N.** Universal Prekindergarten regulations specify that the nursery/daycare center cannot charge parents for the portion of its program that is paid for by Universal Prekindergarten 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 Prekindergarten 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 students and complies with the standards for preschool programs established by the state.
- C.** Will oversee the Agency's program in the implementation of the requirements of the New York State Education Department ("NYSED") Quality Assurance review. The Agency must attend quarterly UPK Committee meetings with the District annually.
- D.** Collaborate with the on-site Education Director on program management.
- E.** Participate in the development, structure and delivery of instructional services, including program assessment.
- F.** Provide direct link to the School District Administration for program services' coordination.

**G.** Will unilaterally determine the student selection process for participation in the program.

**H.** Will assist with the outreach to find children who are currently not being served in Minisink Valley Central.

## **8. TRANSPORTATION**

The District will not provide transportation for UPK students.

## **9. NYSED**

Please review NYSED's site for additional information: [www.p12.nysed.gov/upk/faq.html](http://www.p12.nysed.gov/upk/faq.html).

## **10. PROPOSAL SUBMISSION, SCORING AND EVALUATION PROCEDURES**

Please provide one (1) original proposal response to Christian Ranaudo at the Central Office address listed on page 1 and email an electronic copy of your proposal response to both [cranaudo@minisink.com](mailto:cranaudo@minisink.com) and [jdowney@minisink.com](mailto:jdowney@minisink.com). 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.

**A. Quality of proposed comprehensive UPK Program.**

**B. General experience in the field.**

**C. Experience and qualifications of the professional staff assigned to the program, which most closely match the needs of the District.**

**D. Submission of cost effective budget.**

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

Assessment of the Proposers past and present performance will be one of the means of evaluating the credibility of the Proposal and the relative capability to meet the requirements of the Scope of Services.

The award will be made to that responsible Proposer, whose Proposal conforms to the requirements of this RFP, and is considered most advantageous to the School District. In making the determination of the award, the School District's decision will be final.

The District reserves the right to: (i) not select any of the applicants; (ii) require applicants to submit to a personal interview and/or submit additional or clarifying information; (iii) to reject any or all proposals; (iv) to waive any informalities in the proposals; and (v) procure the services from other sources if deemed most advantageous to the objectives of the District.

## 11. INVESTIGATION OF QUALIFICATIONS

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

The District reserves the right to investigate all references and information submitted by the Proposer pursuant to the requirements of these documents. The final selection of the Agency shall be made at the discretion of the District's Board of Education based upon all relevant factors, including but not limited to price.

## 12. INSURANCE REQUIREMENT

- A.** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the district as an Additional Insured on the proposer's insurance policies, with the exception of workers' compensation and NYS Disability Insurance.
- B.** The policy naming the district as an Additional Insured shall:
- 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.
  - 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.
  - Additional insured status 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.
- C.** At the District's request, the UPK 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 UPK provider will provide a copy of the policy endorsements and forms.
- D.** The UPK provider agrees to indemnify the District for applicable deductibles and self-insured retentions.
- E.** Minimum Required Insurance:
- **Commercial General Liability Insurance**
    - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
    - \$2,000,000 Products and Completed Operations
    - \$1,000,000 Personal and Advertising Injury
    - \$1,000,000 Sexual Misconduct and Assault
    - \$100,000 Fire Damage
    - \$10,000 Medical Expense



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

- **Automobile Liability**

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

- **Workers' Compensation and NYS Disability Insurance**

- 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.

- **Umbrella/Excess Insurance**

- \$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.

**F.** The UPK provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The UPK provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

### **13. ANTICIPATED PROPOSAL TIMELINE**

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

- A.** Request For Proposals issued **April 25, 2023**

- B.** Due date for proposals **May 12, 2023 2:00PM**

### **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 UPK Program. The substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the agency and of the 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 Assistant Superintendent 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 PREKINDERGARTEN PROGRAM."

All proposals must be sent to the following address and received at that address in Central Office **before 2:00 p.m. on May 12, 2023**

Minisink Valley Central School District  
Christian Ranaudo-Assistant Superintendent  
PO Box 217, Route 6  
Slate Hill, NY 10973

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

- Please provide one (1) original proposal response to Christian Ranaudo at the address above and email an electronic copy of your proposal response to both [cranaudo@minisink.com](mailto:cranaudo@minisink.com) and [jdowney@minisink.com](mailto:jdowney@minisink.com).
- Title Page showing the RFP's subject; the agency's name; the name, address and telephone number of a contact person; and the date of the proposal.
- 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 Prekindergarten (Pre-K) Program for the 2023-24 school year with an option to annually renew for 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years.
- Three (3) references with name and contact information.
- The name(s) of principals, partners, or employees in the agency who have done business with the Minisink Valley Central school district in the last 5 years and the nature of that business with the District. For purposes of this subparagraph, "doing business with the District" includes vending or other contractual obligations to the District or being an applicant for employment in the District.
- Disclosure and description of any disciplinary proceedings pending against the Agency in any jurisdiction or whether discipline has been previously imposed against the Agency in any jurisdiction. If discipline has previously been imposed, state the date, jurisdiction, nature of the ethics violation and the penalty imposed. If proceedings are pending, specify the jurisdiction, the charges and the likely time of their disposition.

- Disclosure and description of any arrests or convictions against any members of the agency
- Assurance of ability to provide executed copies of the Certificates of Insurances.
- 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 (AHERA or ASHARA).
- Fire inspection reports.
- Architectural quality floor plans.
- Fire alarm reports.
- Copy of purchase deed, if property is owned by the Agency.
- Memorandum of Agreement/Lease with property owner, if the property is being leased.
- Proof of building ADA accessibility.
- A completed Agency Information and Reference Form **(See Appendix B)**.
- A completed Background/Criminal Check Certification **(See Appendix C)**.
- A completed Proposer Warranties and Certification **(See Appendix D)**.
- A completed Hold Harmless Agreement **(See Appendix E)**.
- A completed Non-Collusive Bidding Certification **(See Appendix F)**.
- A completed and notarized Certification of Compliance With the Iran Divestment Act **(See Appendix G)**.
- A completed W-9 form.

## 15. TECHNICAL PROPOSAL REQUIREMENTS

Each proposer shall respond to each section to the descriptors located in the body of this document in order to detail how your organization will meet the goals and objectives of the Minisink Valley Central School District Prekindergarten Program Plan.

### **A. Agency Background:**

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

### **B. Prekindergarten Services:**

- How the agency will meet the goals and objectives of the Minisink Valley Central School District's Prekindergarten Program and help kids in their transition to Kindergarten.
- Detail how a child's progress will be documented by assessments.
- Describe the early childhood services the agency would provide through the Pre Kindergarten program and how they will meet the following required components of Part 151 of the regulations of the Commissioner of Education and the NYS Prekindergarten Learning Standards.
- Provide support services to children and families such as social and health related services.
- The on-going staff development opportunities in which Prekindergarten staff would be engaged.
- How many students can the organization provide services for?
- How many classrooms can the organization support?
- How many hours per day can the Prekindergarten Program operate?
- How the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).
- Detail the Agency's standards and procedures for ensuring appropriate sanitation and custodial services.
- Describe the collaborative relationship the agency proposes to have with the Minisink Valley Central School District.

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

#### **D. Program Staffing:**

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

#### **E. Program Budget:**

- Parents cannot be charged a fee for participation in the Universal Prekindergarten Program.
- 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.
- Detail any local matching funds to be used to support the Universal Prekindergarten Program.

### **16. TERMS OF ENGAGEMENT**

A one (1) year engagement in the 2023-2024 school year with the option to renew annually for the 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years, at the Board's option, is contemplated by the Board of Education according to the terms listed above.

**END OF SECTION**

**APPENDIX A**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN POLICIES AND PROCEDURES**

- 1. Facility Quality:** The Agency will provide a facility that is well maintained, clean and safe. There will be adequate space for outdoor play with appropriately maintained equipment. The bathrooms will be immediately accessible and barrier free. The classrooms will be arranged into learning areas/centers and allow for the safe movement and activity for the number of children enrolled. Inspections will be made regularly by the District and areas in need of correction will be addressed in a timely manner. All buildings, premises, equipment and furnishing used for the Universal Prekindergarten program shall be safe and suitable for the comfort and care of the children, shall comply with all applicable requirements of the Americans with Disabilities Act and shall be provided and maintained in a state of good repair and sanitation. Buildings and classrooms operated by eligible agencies shall meet all applicable fire, safety and building codes. Section 151.1.10 of the Regulations of the Commissioner of Education sets forth the requirements which must be met by all facilities used for Universal Prekindergarten classes.
- 2. Curriculum and Instruction:** The Agency will utilize a developmentally appropriate written curriculum with activities that are learner-centered and play-based. The agency will arrange classrooms with clearly-defined, well-equipped learning centers that promote a balance of individual and small group activities. The written curriculum will be selected by the District.
- 3. Screening and Assessment:** The Agency will screen each student prior to the beginning of each school year using the District approved screening tool. The results of this screening will be used to determine if a referral to the District's Committee for Preschool Special Education (CPSE) is appropriate and to identify if additional supports are necessary. In addition, the Agency will administer the District approved assessment three times per school year - specifically in the Fall, Winter and Spring.
- 4. Ensuring Continuity of Instruction and Transition to School-Age Programs:** With guidance from the District, the Agency will hold parent meetings regarding the Prekindergarten to Kindergarten transition process. Specifically, each Universal Prekindergarten teacher will visit one of the District's Kindergarten classrooms at least once annually.
- 5. Identification, Inclusion, and Support of Students with Special Needs:** The Agency will implement adequate and appropriate accommodations, modifications, and supports to enable preschool students with disabilities effective and equitable access, inclusion, and integration in the full range of the program's curriculum, instruction, activities, goals, and objectives. The Agency will use the results of the screening tool, classroom observations, and teacher or parental concerns to identify children who may require a referral to the CPSE. The Agency will work with parents and the District to make referrals for testing and services.

**APPENDIX A (cont'd.)**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN POLICIES AND PROCEDURES**

- 6. Inclusion, Instruction, and Support of Emergent Multilingual Learners (EML):** The Agency will implement adequate and appropriate accommodations, modifications, and supports to enable language-diverse [Emergent Multilingual Learners \(EML\)](#) with effective and equitable access, inclusion, and integration in the full range of the program's curriculum, instruction, activities, goals, and objectives. The Agency will support diversity and ensure that the developmental and social emotional screening processes, and the provision of special services for students, are inclusive and respectful of their language and culture.
- 7. Staffing:** All Agency UPK teachers must possess a teaching license or certificate valid for services in the early childhood grades or be in compliance with the NYSED section 151-1.3 regulation. Under the 151-1.3 regulation, the Agency must employ an on-site Education Director during the hours that the program is in operation. The Education Director will be responsible for program implementation and must also possess a teaching license or certificate valid for services in the early childhood grades. Furthermore, the Agency must have at least one teacher and one teacher aide working in each UPK classroom. If there are more than 18 children in a UPK classroom, there must be one additional teacher aide working in that classroom. No UPK classroom will have more than 20 children.
- 8. Professional Development:** To ensure continuity from Pre-K to grades K-3, all Agency UPK teachers and Education Directors will be required to attend relevant professional development activities. The District will provide Prekindergarten specific professional development each year. The Agency is responsible for tracking the professional development hours attended by each teacher and the Education Director.
- 9. Family Engagement and Support:** The Agency will provide parents with opportunities to gain an understanding of the Prekindergarten program and curriculum, participate in parent education programs, understand the process of applying for kindergarten in the District and provide written feedback about the program in the form of an end-of-year questionnaire/survey. Written communication to parents will be provided in the parents' native language when possible.
- 10. Physical Well-being and Health:** The Agency will provide time for a daily healthy snack and lunch for each student. Teaching staff will sit with and actively engage with children during meal time. The Agency will provide students with a variety of daily opportunities to engage in developmentally appropriate activities that are indoor and outdoor, structured and unstructured, and moderately to vigorously physical. The Agency will provide children with adequate time and an appropriate location for a daily rest period.
- 11. Partnerships with Community, Non-profit, and Educational Institutions:** Efforts will be made with various community/non-profit organizations and educational institutions to form partnerships that will result in field trips and guest speakers/events to benefit the academic and social and emotional needs of Prekindergarten students.

**APPENDIX A (cont'd.)**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN POLICIES AND PROCEDURES**

**12. Program Oversight and Fiscal Management:** The Agency must comply with all fiscal requirements including: creating an annual budget, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of and/all UPK, SUFDPK and EPK funds. The Agency will maintain a UPK/SUFDPK/EPK budget that is separate from all other funding sources. The District will maintain separate budget codes for UPK, SUFDPK and EPK funds.



**APPENDIX B**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN AGENCY INFORMATION FORM**

<b>Agency's Name:</b>
<b>Address:</b>
<b>Telephone:</b>
<b>Fax:</b>
<b>E-mail Address:</b> <b>Website address:</b>
<b>Contact Person and Title:</b>
<b>Type of Organization:</b> <input type="radio"/> Public <input type="radio"/> Private <input type="radio"/> Non-Profit <input type="radio"/> Private Profit <i>Please attach proof of organizational status (e.g. 501©(3)IRS letter)</i>
<b>Chief Executive Officer:</b>
<b>Signature of Chief Executive Officer:</b>

**APPENDIX B (cont'd.)**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN AGENCY REFERENCE FORM**

**AGENCY NAME:** \_\_\_\_\_

**Please list (3) three references that your agency has serviced in a manner similar in scope to the specifications contained in this Proposal.**

1. School District/Public Sector:

Contact Name/Title:

Address:

Telephone: Email:

Date(s) of Service:

2. School District/Public Sector:

Contact Name/Title:

Address:

Telephone: Email:

Date(s) of Service:

3. School District/Public Sector:

Contact Name/Title:

Address:

Telephone: Email:

Date(s) of Service:

Have you ever failed to complete any contract awarded to you? \_\_\_\_\_

If so, when, where and why? \_\_\_\_\_

\_\_\_\_\_

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

If so, give details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX C  
MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01  
UNIVERSAL PREKINDERGARTEN BACKGROUND/CRIMINAL CHECK**

**CERTIFICATION (This form must be signed and notarized)**

As part of this submission, I certify that I have performed background/criminal checks on all staff/employees under our employ, who will be assigned to the District as per the contract from this RFP. I understand that all staff/employees might come in direct contact with students and they have not been convicted of a felony or any offense in sexual nature involving a child.

Furthermore, I understand that the duty to certify is continuous in nature and extends to future staff/employees and staff/employees of subcontractors for the duration of the contract.

<b>Agency's Name:</b>
<b>Address:</b>
<b>Telephone:</b>
<b>Fax:</b>
<b>Contact Person and Title:</b>

\_\_\_\_\_ Signature  
Date

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

Notary Public: \_\_\_\_\_

**APPENDIX D**  
**Minisink Valley Central SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN 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 Minisink Valley Central School District.
- D. We warrant that all information provided by us in connection with this proposal is true and accurate.
- E. We warrant that we have read the Request for Proposal (RFP) to provide the service of administering the District's Prekindergarten 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, with regard to 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 Prekindergarten Program 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.

<b>Agency's Name:</b>
<b>Address:</b>
<b>Telephone:</b>
<b>Fax:</b>
<b>Contact Person and Title:</b>

**APPENDIX E**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN 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 Minisink Valley Central School District Board of Education, Minisink Valley Central School District, or any officer, agent, servant, or employee of the Minisink Valley Central 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, agency, 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, agency, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, agency 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 Minisink Valley Central School District, Minisink Valley Central School District Board of Education, or any officer, agent, servant, or employee of the Minisink Valley Central School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Minisink Valley Central School District, Minisink Valley Central School District Board of Education, or any officer, agent, servant, or employee of the Minisink Valley Central School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor 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 Contractor.

\_\_\_\_\_ Signature  
Date

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

Notary Public: \_\_\_\_\_

**APPENDIX F**  
**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**  
**UNIVERSAL PREKINDERGARTEN 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 bidder affirms the above statement as true under the penalties of perjury.**

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*Name (please print) Signature*

**APPENDIX G**

**MINISINK VALLEY CENTRAL SCHOOL DISTRICT RFP 23-01**

**UNIVERSAL PREKINDERGARTEN CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

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

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

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

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

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Date Signature

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

Notary Public: \_\_\_\_\_