



**Request for Proposals  
Pre-Kindergarten Program**

**Issued:**

February 24, 2025

**Submission Deadline:**

March 10, 2025 3:00 p.m.

Shenendehowa District Office  
5 Chelsea Place  
Clifton Park, NY 12065  
% Mrs. Kathy Chase

**Anticipated Appointment of Organizations will be at the April 8, 2025 BOE Meeting**



# Shenendehowa

Central Schools

## Request for Proposals Pre-Kindergarten Program

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## Request for Proposals Pre-Kindergarten Program

### Scope of Services

The Shenendehowa School District (hereinafter “the District”) is soliciting proposals for the purpose of **collaborating with the District for the provision of a Pre-K Instructional Program (children who will be 4 years old by December 1) *within*** the Shenendehowa School District’s boundaries. The District is soliciting organizations (hereinafter “Program Provider”) that currently provide service for the provision of a full-day Pre-Kindergarten program for up to **10** classroom(s). The Program Provider must secure approved spaces for classroom instruction. The District will consider awarding contracts for services to multiple Program Providers.

*The program must meet applicable New York State Education Department Pre-Kindergarten regulations. This is a renewable annual contract, with an RFP process conducted at the discretion of the District. The annual renewable contract is contingent upon adequate performance and availability of state funds.*

### Program Summary

Selected organizations will provide the following services to the District:

- A program aligned to the [New York State Early Learning Guidelines](#);
- Implementation of Literacy [Instructional Best Practices](#)/Effective Literacy Instruction That Meets the Needs of All Learners
- Compliance with Pre-Kindergarten Regulations as set forth by the New York State Education Department (<http://www.nysed.gov/early-learning/laws-and-regulations>);
- A Pre-Kindergarten instructional program for eligible 4-year-old district children with no tuition cost for families through a state funded grant collaboration with the District;
- Qualified Pre-Kindergarten teacher(s) with background in early childhood education (preferences for providers with a bachelor’s degree and valid New York State Teacher Certificate in Early Childhood Education [Birth - Grade 2] or Students with Disabilities [Birth - Grade 2]; or a bachelor's degree in Early Childhood Education);
- A full-time teacher assistant/aide for each classroom based on ratios of 18 - 20 children to one teacher and one teaching assistant (preference given to certified teaching assistants);
- Substitutes, as needed, for both teacher(s) and teaching assistant(s) when personnel is absent;
- A site director or assistant director to manage staff and program needs is necessary (not required to be full-time on site);
- An instructional day that operates for a minimum of six hours/per day for a full day from approximately 8 am to 3 pm;
- A plan to provide students with meals during the school day should the need arise; and
- An annual calendar that follows the District school year calendar and schedule, and provides at least 180 days of instruction for onsite programs.



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### Additional Notations

The selected organization (Program Provider) should assume that the Pre-Kindergarten program will include:

- Students with varying socioeconomic status
- A mix of high-needs and low-needs students (academic, social emotional and behavioral)
- Students with special needs placed into the program by CPSE committees
- Students learning English as a new language

**Note:** Furniture for classrooms, supplies and materials will be the responsibility of the Program Provider. Transportation is not required.

### Submission Details

All questions and materials outlined under “Program Specifics” of this RFP should be submitted in a single package and mailed or hand-delivered in a sealed envelope labeled “**Shenendehowa Pre-Kindergarten Program RFP**” to:

Shenendehowa Central School District  
Attn: Kathleen Chase  
5 Chelsea Place  
Clifton Park, NY 12065

Proposals must be received no later than **March 10, 2025 3:00 p.m.** to be considered. Any proposals received after the noted date and time will be rejected, including those delayed by unanticipated mailing or delivery delays.

The District Administration will evaluate proposals. During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from those organizations submitting proposals. After review of submitted written proposals, finalists will be selected and invited for an interview.



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### Program Specifications

*(Please answer all questions and submit as an attachment to this RFP. Additional attachments, as noted throughout, may also be included as applicable.)*

#### Students and Programs

- 1) Please provide your licensing or registration agency, your licensing or registration number, the number of classes, and the exact number of full day students/seats you will provide.
- 2) Describe your existing program model for 4-year-old children. Description should include your program goals and philosophy.
- 3) Describe your classroom environment and structure. What strategies and tools are offered in your classrooms to welcome and support the development of all children? For example, do you have a “cozy corner”? Do you use timers and visuals to support transitions?
- 4) What evidence-based developmentally appropriate curriculum do you currently use or anticipate using for 4-year-old children? Please describe how this curriculum aligns to the [New York State Early Learning Standards](#).
- 5) How does your program presently promote early literacy for 4-year-old children?
- 6) What specific instructional practices, aligned with the [Science of Reading](#), are utilized with 4 year-old children in your program?
- 7) How does your program proactively support preschoolers with disabilities? How does your program follow through when children have been evaluated by the CPSE and evaluators and/or providers to make classroom recommendations? What supports and/or training is provided to staff to help support students with disabilities?
- 8) How does your program support children who receive itinerant services through CPSE, such as Special Education, Speech/Language therapy, Occupational Therapy, etc.? Where are these services delivered at your site? How do you manage scheduling these services?
- 9) How does your program support students with Limited English Proficiency (LEP) or who speak English as a second language? What is the process in place for identifying PreK Emergent Multilingual learner students whose home or primary language is other than English?
- 10) What valid and reliable screening tool is used to establish a baseline for language, literacy, cognitive and motor skills? What progress monitoring assessment is used for each? *As applicable, attach a copy of your assessment tool or plan to this proposal.*
- 11) Overall, describe how you assess the progress of 4-year-old children in your program. How do you collect and analyze data to ensure service/instruction follows need?
- 12) Do you provide any services in addition to Pre-Kindergarten for 4-year-old children? If so, please describe.
- 13) Do you presently collaborate with any other agencies to provide programming for 4-year-old



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children? If yes, please describe.

- 14) Per New York State Education OEL regulations, enrolled students cannot be excluded if they are not potty-trained. Families cannot be refused a spot because their child is not potty-trained. How would you support families in assisting with the potty-training process?
- 15) Describe how meals would be provided for students should the need arise.
- 16) Aside from funding, what would you need from the District to support a Pre-Kindergarten program?

### Parents/Guardians and Families

- 1) How do teachers and administrators communicate with parents and guardians? *Outline or attach any existing communications plan.*
- 2) Please list activities and events that you plan yearly for parents and guardians of 4-year-old children.
- 3) How do you set forth and reinforce expectations for positive attendance?
- 4) Are parents and/or guardians included in the planning of your programs in any way? Is feedback ever intentionally sought from parents and guardians? Describe how parents and guardians are currently involved in the decision-making process within your organization, as applicable.
- 5) Do you conduct home visits? If yes, please describe the process and methodology used.

### Staff and Professional Learning

- 1) Describe what staff members are or would be available in each Pre-Kindergarten classroom and the role of each staff member. Please provide any applicable certifications for each staff member involved in the UPK Program.
- 2) Please provide the total number of UPK Teachers that either have the Birth to Gr. 2 or N6 Certification or the SPED Certification Birth to Gr. 2 or Birth to Adult. Please include answers to question 2 within [this linked chart](#).
- 3) How and by whom are staff members supervised and evaluated?
- 4) Describe the policies and procedures staff are expected to adhere to. *If available, please provide a staff handbook.*
- 5) Describe your staff development plan. This should include an outline of staff development opportunities that you currently offer, how often staff is able to attend staff development activities, and how participation in professional development is determined.
- 6) Describe your current hiring procedures.
- 7) How do you handle a staff absence?
- 8) Do you use volunteers in your organization? If yes, describe how they are selected and supervised.

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### Program Budget

Provide a budget narrative that outlines the total cost of the program, as well as per student costs.

- 1) Please note, the 25-26 state rate for reimbursement is still to be determined. Per student tuition costs paid to each Program Provider are set by the grant and is what each Program Provider should expect to receive. The 24-25 state rate for reimbursement was \$540 a month per student.
- 2) Budget narrative should include:
  - a) The per classroom cost required to provide adequate staffing, including:
    - i) A qualified Pre-Kindergarten teacher(s) with background in early childhood education;
    - ii) A full-time teacher assistant for each classroom based on ratios of 18 - 20 children to one teacher and one teaching assistant; and
    - iii) A site director or assistant director to manage staff and program needs.
  - b) how the program would support students with varying needs, including English Language Learners and students with disabilities.
  - c) a detailed budget spreadsheet clearly outlining the cost proposal for each classroom. Budget should show staff salaries and benefits.





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### Scoring

*RFP scoring will be based on the following criteria:*

#### Program Development and Description

<b>Students and Programs (45 points total)</b>		
<b>36-45 Points</b>	<b>21-35 Points</b>	<b>0-20 Points</b>
<ul style="list-style-type: none"> <li>● Program offers high-quality instruction to 4-year-old children at no cost to district families (based on grant funded collaboration with the District).</li> <li>● Curriculum is aligned with New York State Early Learning Guidelines, inclusive of specific instructional practices, aligned with the Science of Reading</li> <li>● <a href="#">Program is in compliance with New York State Education Department Pre Kindergarten regulations.</a></li> <li>● Instructional day operates for a minimum of six hours/per day for a minimum of 180 days a year.</li> <li>● Annual calendar is aligned with the district calendar.</li> <li>● Program is designed to meet the needs of all types of learners, including students with disabilities and English Language Learners.</li> <li>● Provider has a clear plan for providing meals for students, should the need arise.               <ul style="list-style-type: none"> <li>● A highly efficient process is in place for the collection and analysis of</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Program offers instruction to 4-year old children at no cost to district families (based on grant funded collaboration with the District).</li> <li>● Curriculum is mostly aligned with New York State Early Learning Guidelines.</li> <li>● Program is mostly in compliance with New York State Education Department Pre-Kindergarten regulations, inclusive of some specific instructional practices, aligned with the Science of Reading</li> <li>● Instructional day operates for a minimum of six hours /per day for a minimum of 180 days a year.</li> <li>● Annual calendar is aligned with the district calendar.</li> <li>● Program is mostly designed to meet the needs of all types of learners, including students with disabilities and English Language Learners.</li> <li>● Provider has a plan for providing meals for students, some information is incomplete or missing.               <ul style="list-style-type: none"> <li>● A process is in place for the collection and analysis of student data to ensure</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Program offers instruction to 4-year-old children at no cost to district families (based on grant funded collaboration with the District).</li> <li>● Curriculum shows little alignment with New York State Early Learning Guidelines.</li> <li>● Program shows little compliance with New York State Education Department Pre-Kindergarten regulations, and little evidence of specific instructional practices, aligned with the Science of Reading</li> <li>● Instructional day operates for less than six hours/per day for less than 180 days a year.</li> <li>● Annual calendar is not aligned with the district calendar.</li> <li>● Program does little to meet the needs of all types of learners, including students with disabilities and English Language Learners.</li> <li>● Provider doesn't have a plan for providing meals for students or the plan is limited.               <ul style="list-style-type: none"> <li>● No process is in place for the collection and analysis of student data</li> </ul> </li> </ul>





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<p>student data to ensure service and/or instruction follows student need</p> <ul style="list-style-type: none"> <li>● Strong instructional practices, aligned with the <a href="#">Science of Reading</a> are utilized</li> <li>● Has a clear, outlined plan for social emotional learning and addressing behavior</li> <li>● There is a good deal of evidence of a welcoming, relevant environment being planned for and present</li> </ul>	<p>service and/or instruction follows student need</p> <ul style="list-style-type: none"> <li>● Instructional practices, aligned with the <a href="#">Science of Reading</a> are utilized</li> <li>● There is some evidence of a welcoming and relevant environment being planned for and present</li> </ul>	<p>to ensure service and/or instruction follows student need</p> <ul style="list-style-type: none"> <li>● Little to no instructional practices, aligned with the <a href="#">Science of Reading</a> are utilized</li> <li>● There is little to no evidence of a welcoming and relevant environment being planned for and present</li> </ul>
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<b>Parents/Guardians and Families (10 points total)</b>		
<b>9-10 Points</b>	<b>5-8 Points</b>	<b>0-4 Points</b>



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<ul style="list-style-type: none"><li>• Activities and events are planned throughout the year to engage the families of students.</li><li>• There is a clear plan to communicate with and engage families throughout the school year; two-way communication is valued.</li><li>• Expectations for parents/guardians and families are clearly articulated and proactively shared</li></ul>	<ul style="list-style-type: none"><li>• Activities and events that include the families of students are held periodically.</li><li>• There is a clear plan to communicate with families with tactics that are predominately one-way.</li><li>• Expectations for parents/guardians and families are somewhat articulated and shared</li></ul>	<ul style="list-style-type: none"><li>• Few activities and events that include families of students are held.</li><li>• A clear communications plan doesn't exist or is limited.</li><li>• Expectations for parents/guardians and families are not clearly articulated and shared</li></ul>
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**Staff and Professional Learning (15 points total)**



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11-15 Points	6-10 Points	0-5 Points
<ul style="list-style-type: none"> <li>● Each classroom has a Pre-Kindergarten teacher with a background in early childhood education. Maximum points given for teachers with a bachelor's degree and valid New York State Teacher Certification in Early Childhood Education (birth-grade 2) or Students with Disabilities (birth-grade2), or a bachelor's degree in Early Childhood Education.</li> <li>● Each classroom has a full-time teacher and one teaching assistant (maximum points awarded for programs that have certified teaching assistants).</li> <li>● Staffing is based on ratios of 18-20 children to one teacher and one teaching assistant.</li> <li>● Substitutes are adequately provided for both teachers and teaching assistants.</li> <li>● A certified site director or assistant director manages all staff and program needs.</li> <li>● Clear, high-quality procedures exist for evaluating staff.</li> <li>● High-quality policies and procedures are outlined for staff.</li> <li>● There is a high-quality staff development plan.</li> <li>● There are clear, high-quality hiring procedures.</li> <li>● There is a clear, high quality plan for managing volunteers</li> </ul>	<ul style="list-style-type: none"> <li>● Each classroom has a Pre-Kindergarten teacher with a background in early childhood education.</li> <li>● Each classroom has a full-time teacher and one teaching assistant.</li> <li>● Staffing is based on ratios of 18-20 children to one teacher and one teaching assistant.</li> <li>● Substitutes are provided for both teachers and teaching assistants.</li> <li>● A site director or assistant director manages all staff and program needs.</li> <li>● Plan for evaluating staff exists and is clearly articulated.</li> <li>● Policies and procedures for staff to follow exist and are clearly articulated.</li> <li>● A staff development plan exists and is clearly articulated.</li> <li>● Hiring procedures exist and are clearly articulated.</li> <li>● As applicable, a plan for managing volunteers exists and is clearly articulated.</li> </ul>	<ul style="list-style-type: none"> <li>● Each classroom has a Pre-Kindergarten teacher with a background in early childhood education.</li> <li>● Each classroom has a full-time teacher and one teaching assistant.</li> <li>● Staffing is based on ratios of 18-20 children to one teacher and one teaching assistant.</li> <li>● Plan for providing substitutes is unclear or incomplete.</li> <li>● Role of a site director or assistant director to manage all staff and program needs is unclear.</li> <li>● Plan for evaluating staff is unclear or incomplete.</li> <li>● Policies and procedures for staff to follow are incomplete or do not exist.</li> <li>● A staff development plan does not exist or is incomplete.</li> <li>● Hiring procedures are not clearly outlined.</li> <li>● As applicable, a plan for managing volunteers does not exist or is incomplete.</li> </ul>

### Budget

<b>Budget narrative (10 points total)</b>
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9-10 Points	5-8 Points	0-4 Points
<ul style="list-style-type: none"> <li>● Budget narrative clearly and effectively outlines the total cost of the program, including per student and per classroom costs.</li> <li>● Staffing costs clearly and effectively include a qualified Pre-Kindergarten teacher and a full-time teacher assistant for each classroom.</li> <li>● Staffing costs include a site director or assistant director.</li> <li>● Budget narrative clearly and effectively outlines how the program would support students with varying needs, including ELLs and students with disabilities.</li> </ul>	<ul style="list-style-type: none"> <li>● Budget narrative outlines the total cost of the program, including per student and per classroom costs. Some aspects are left unclear or undefined.</li> <li>● Staffing costs include a qualified Pre-Kindergarten teacher for each classroom and a full-time teacher assistant for each classroom.</li> <li>● Staffing costs include a site director or assistant director.</li> <li>● Budget outlines how the program would support students with varying needs, including ELLs and students with disabilities. Some aspects are left unclear or undefined.</li> </ul>	<ul style="list-style-type: none"> <li>● Description of total cost of the program, including per student and per classroom costs, is limited or incomplete.</li> <li>● Staffing costs for a qualified Pre-Kindergarten teacher and a full time teacher assistant for each classroom are limited or incomplete.</li> <li>● Staffing costs for a site director or assistant director are limited or incomplete.</li> <li>● Budget support for students with varying needs, including ELLs and students with disabilities is limited or incomplete.</li> </ul>

<b>Detailed budget spreadsheet (20 points total)</b>		
<b>15-20 Points</b>	<b>8-14 Points</b>	<b>0-7 Points</b>



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<ul style="list-style-type: none"><li>● Detailed spreadsheet clearly and effectively outlines the cost proposal for each classroom, as well as the total program cost (as applicable).</li><li>● Detailed spreadsheet clearly and effectively shows per pupil costs.</li><li>● Detailed spreadsheet matches budget narrative.</li><li>● Detailed spreadsheet adequately shows all staff salaries and benefits.</li></ul>	<ul style="list-style-type: none"><li>● Detailed spreadsheet outlines the cost proposal for each classroom, as well as the total program cost (as applicable). Some aspects are left unclear or undefined.</li><li>● Detailed spreadsheet shows per pupil costs. Some aspects are left unclear or undefined.</li><li>● Detailed spreadsheet matches budget narrative. Some aspects are left unclear or undefined.</li><li>● Detailed spreadsheet adequately shows all staff salaries and benefits. Some aspects are left unclear or undefined.</li></ul>	<ul style="list-style-type: none"><li>● Cost proposal outlined in the spreadsheet doesn't adequately represent total program costs and/or some information is limited or missing.</li><li>● Per pupil costs outlined in the spreadsheet are limited or information is missing.</li><li>● Spreadsheet does not match the budget narrative and/or some information is missing.</li><li>● Detailed spreadsheet does not adequately show all staff salaries and benefits.</li></ul>
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## Request for Proposals Pre-Kindergarten Program

### RFP Terms and Conditions

#### Contract

The successful submittal, when properly accepted by the District either by formal letter of acceptance or Purchase Order, shall legally constitute a contract and therefore, be subject to all the terms and conditions of the Proposal documents. Successful Program Providers will be required to sign a form of contract that includes the terms of this proposal, as well as the final terms and conditions that resulted from any negotiation between the District and the Program Provider.

#### Purchase Order

The District shall generate a purchase order(s) to the successful Program Provider. The successful Program Provider shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District.

#### Contract Administrator

The District will designate the Assistant Superintendent for Finance as the contract administrator. The District's designee has the responsibility to ensure compliance with all the Contractual Terms and Conditions, including, but not limited to, the inspection and acceptance of the service(s) provided.

#### Payments:

1. The District will make payment only after receipt and acceptance by the District of the services(s) ordered.
2. Program Provider invoices shall show the purchase order number and shall be emailed to: [prek@shenschools.org](mailto:prek@shenschools.org). Subject Line should read: (Month) Invoice (Ex: September Invoice)
3. Payments of any claim shall not preclude the District from making a claim for adjustment of any service(s) found not to have been in accordance with specifications.
4. The District is exempt (Tax-Exempt # 14-6003956-W) from federal, state, or municipal sales/excise taxes therefore Proposal shall not include any such tax.
5. If during the term of the Agreement/Contract, the successful Program Provider's fees to other customers under the same terms and conditions for services(s) awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of that reduction shall be extended to the District.



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### Other Terms and Conditions:

- 1) The issuance of this RFP request constitutes only an invitation to submit a response to the District. If the District chooses to award the RFP to a selected Program Provider, the Program Provider must complete a contract with the District. The form and content of the contract will be determined by the District.
- 2) Conflict Of Interest: No public official from the State of New York, County of Saratoga, or any local governmental unit located within the County of Saratoga shall have interest in the Agreement.
- 3) Venue: The Program Provider and the District explicitly agree that this RFP and any contract resulting herefrom will be governed and construed according to the laws of the State of New York and the parties further agree that the Supreme Court, State of New York, County of Saratoga, or the United States District Court, Northern District of New York shall be the forum for any actions brought under this RFP or that contract.
- 4) Silence of Requirements: The apparent silence of these Terms and Conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.
- 5) Advertising: The successful Program Provider shall not advertise or publish as a form of an endorsement, the fact that the District has entered into a contract, without the District's prior written approval except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 6) Interference: There shall be no interference with the District's operations in the performance of the service(s) rendered under this contract.
- 7) Termination Rights By the District: The District may terminate the contract for cause upon thirty- (30) day's written notice, should the successful Program Provider be in default of the contract.
- 8) Representations: No information derived from inspection of District's records or reports of investigation concerning the Agreement will in any way relieve the successful Program Provider from its responsibility or from properly performing its obligations under the contract. The District may have provided information as a convenience to the Program Provider and did so without any warranty whatsoever by the District. The successful Program Provider makes its own conclusions and interpretations from the data supplied by the District and from information available from other sources.
- 9) Cumulative Rights: The rights and remedies provided by this Agreement are cumulative and the use of one right or remedy by a party shall not preclude or waive the right to use any or all of the remedies.
- 10) Indemnification: The successful Program Provider shall indemnify and save The Board of Education and the District and all District employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications, or other written data provided by, the successful Program Provider or its employees in providing services(s) hereunder (including, without limitations, legal expenses). The provisions of this Section shall survive





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the expiration or sooner termination of this Agreement.

- 11) Default: If the successful Program Provider is in default, the District may, in its discretion, do all things necessary to effect compliance with the laws, regulation, by laws, directives, rules and conventions referred to herein, and the successful Program Provider shall, on demand by the District, reimburse the District for all costs incurred by the District for that purpose.
- 12) Remedies: The successful Program Provider and the District agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.
- 13) Ethics: The Program Provider shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official or agent of the District. Any contact by a Program Provider during the bid process, with District employees, Board members, other than with the Purchasing Office, shall be grounds for disqualification.
- 14) Compliance: All services must comply with all federal, state, county and local laws concerning this type of service and the fulfillment of all ADA (American with Disabilities Act) requirements.
- 15) Drug/Smoke Free: The use or possession of drugs or alcohol; or being under the influence of drugs or alcohol, are all strictly prohibited while in performance of the Contract.
- 16) Non Discrimination Requirements: In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the Program Provider agrees that neither it nor its subcontractors shall discriminate for actual or perceived: age, race, creed, color, national origin, sexual orientation, gender, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, status as a domestic violence victim, weight, ethnic group, religion, or religious practice. The District does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas; recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs; course offering and student activities.
- 17) Termination for Default/Non-Performance: The District reserves the right to terminate the contract immediately in the event the successful Program Provider fails to: 1) meet and complete schedules; 2) otherwise perform in accordance with the scope of services. Breach of contract or default authorizes the District to award to the next lowest Program Provider or purchase services elsewhere and charge the full increase in cost to the defaulting Program Provider.
- 18) Approximate Service Usage: Estimated service usage is given. Approximate usage does not constitute a request, but only implies that the estimated usage may be increased, decreased or omitted without any way invalidating Proposal fees.
- 19) Executory Clause: This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.
- 20) Audit Requirement: During the term of the Agreement, and for a period of at least six (6) full calendar years following its termination, the successful Bidder shall keep and maintain complete and accurate records concerning its performance of its obligations under this Contract. Throughout that period the District will have the right, at any time, on reasonable notice to the successful Program Provider, to inspect, copy, and audit any records of the successful Program Provider, including but not limited to



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financial records, related to the successful Program Provider's performance of its obligations under the Contract.

- 21) Right to Purchase: The district reserves the right to reject the Proposal in part or its entirety and purchase services from state or county contracts should it be deemed in the best interest of the District.
- 22) Contract Term: It is the intention of the District to award to the successful Program Provider a contract with defined dates for service provision. Upon completion of the term, the District has the option to extend, with the mutual agreement of both the Program Provider and the District.
- 23) Insurance Requirement: Before commencing with the services under this contract, the successful Program Provider shall be required at their own expense to furnish the District with certified copies of all insurance requirements to be in force throughout the term of the contract as follows:

### General Liability, Automobile and Property Damage

The District shall be named as additional insured on all above insurance policies. Program Provider's Insurance Agent is requested to complete the Insurance Requirement Affidavit Exhibit A-5, of this Bid and return as part of the submittal. Failure to meet insurance requirements may constitute "grounds for termination"

### Worker's Compensation and Disability- New York State Requirements

The Program Provider agrees to procure and maintain, at no additional expense to the District, insurance coverage as outlined below. The Certificate of Insurance to be included in the submission must state "the Shenendehowa Central School District its officers, employees, and assigns are additional insured. Coverage is on a primary and noncontributory basis". The liability insurance(s) shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the District.

- A. Worker's Compensation – Requires proof of coverage
  - a. State: New York
  - b. Applicable Federal
  - c. Employer's Liability: \$1,000,000
- B. Comprehensive General Liability (including Premises-Operation, Contractor's Projection, Products and Complete Operation, Broad Form Property Damage) – Requires COI with endorsement:
  - a. Bodily Injury & Property Damage including Products and Completed Operations
    - i. \$1,000,000 – Each Occurrence
    - ii. \$2,000,000- General Aggregate & Products and Completed Operations Aggregate
    - iii. Personal Injury: \$1,000,000 Each Occurrence

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- C. Abuse or Molestation Liability
  - a. I. \$1,000,000- each loss
  - b. \$2,000,000- annual aggregate
  
- D. Comprehensive Automobile Liability - Requires COI with endorsement:
  - a. Bodily Injury & Property Damage Combined Single Limit including Owned, Hired & Non-owned
  - b. \$1,000,000 – Each Accident
  
- E. Umbrella Liability- covering general liability, abuse or molestation & automobile liability
  - a. \$5,000,000- each loss
  - b. \$5,000,000- annual aggregate
  
- F. Professional Liability - Requires COI with endorsement:
  - a. \$2,000,000 Each Claim
  - b. \$4,000,000 Annual Aggregate

The District Board of Education reserves the right to award a contract in the best interest of the District. The Board of Education's decision will be final.