Fabius-Pompey Central School District

District Office, 1211 Mill Street
Fabius, NY 13063

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

PRE-KINDERGARTEN PROGRAM
RFP 2026-1
Due Date: February 13, 2026 4:00 PM

Specifications and forms may be obtained from the District Office beginning January 12, 2026. All addenda will be transmitted via email.

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

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

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

By order of the Board of Education

Daniel S. Silky
Assistant Superintendent of Business Services

Dated: January 9, 2026

Fabius-Pompey Central School District

RFP 2026-1 PRE-KINDERGARTEN PROGRAM

I. INTRODUCTION

The Fabius-Pompey Central School District, hereinafter referred to as "the District," invites proposals ("RFP") from qualified agencies (The Agency) to administer the District's Pre-Kindergarten (Pre-K) Program for the 2026-2027 school year, with an option to renew for the 2026-2026 school year and thereafter should the NYS budget allow extension of this grant. The District is seeking the Agency to provide the site and run the entire program.

The Fabius-Pompey Central School District is a high-performing rural school district serving a highly diverse population of approximately 679 students, prekindergarten through 12th grade.

2. PROPOSAL DUE

Proposals will be accepted up until 4:00 PM ET on February **13, 2026** in the District Office, Fabius-Pompey Central School District, 1211 Mill Street, Fabius, NY 13063 and mailed to the attention of Daniel S. Silky, Assistant Superintendent of Business Services or via email to dsilky@fabiuspompey.org.

3. PRE-PROPOSAL QUESTIONS

All questions must be submitted in writing via e-mail to dsilky@fabiuspompey.org no later than 4:00 PM ET, January 30, 2026. All questions and answers will be posted on District's Business Office website no later than February 6, 2026 4:00 PM.

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

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

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

4. CONTRACT TERM

The contract, once awarded, shall be in effect from July 1, 2026 through June 30, 2027, 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 at the same terms and conditions for a period of up to sixty (60) days for the purpose of getting a new contract in place. When prices to the trade are decreased, the prices of the applicable

items on this contract shall be decreased accordingly. It shall be incumbent upon the awarded Agency to notify the District of such decreases immediately after they become effective.

Proposals will remain firm for a period of 45 days following the date of the opening and shall thereafter remain firm until and unless the Proposer provides written notice to the Fabius-Pompey Central School District, Purchasing Agent 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 term of this Agreement to discuss renewal. Automatic renewal will not be accepted. The Agreement will continue on a month-by-month basis using an agreed-upon methodology to determine the month-by-month price.

6. NATURE OF SERVICES REQUIRED

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

Successful proposer(s) shall provide Pre-Kindergarten program services consisting of but not limited to, the following:

A 5 hours per day, five days per week program for the four year olds (children born in 2019) for at least 180 days during the 2026-2027 school year.

B. The program must be aligned with all Fabius-Pompey Central School District policies and will meet the requirements of the policies and procedures set forth in Appendix A (Page 15). The proposer will also follow all the regulations and policies regarding Statewide Full Day Prekindergarten Program ("SUFDPK") registration and enrollment.

C. Agency must be able to screen the new entrants (Part 117 of Regulations) as per Child Screening and Assessment, Section 151-1(c): Health and Nutrition for the following; possibly gifted, a child with a disability and limited English proficient utilizing district approved assessments.

D. The Agency will work with the District to align curricula and instruction with NYS Prekindergarten Foundation for the Common Core and/or the anticipated Next Generation 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

of instruction, as determined by the Board of Education and Superintendent of Schools.

F. The program will serve food that will meet National School Lunch Program and School Breakfast Program (NSLP and NSP) requirements. Meals/Snacks need to be provided in an environment conducive to staff/child interaction and appropriate to meet children's needs. There should be sufficient time for eating and interaction and social emotional growth.

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

H. Follow the district established school calendar and hours of operation, including the requirement of a minimum of 5 instructional hours per day. Teachers, leaders and staff are expected to participate in District provided professional development days especially Superintendent Conference days.

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

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

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

- Language Instruction Educational Programming — Included in the U.S. DOE's Every Student Succeeds Act's (ESSA) Early Learning Non-Regulatory Guidance which contains explicit language related to the instruction to ELLs and providing professional

development to teachers: "States must assist teachers (including preschool teachers), principals, and other school leaders, state educational agencies, and schools in establishing, in implementing and sustaining effective language instruction educational programs designed to assist in teaching English Learners including immigrant children and youth." [SEC.3102 Purposes]. In light of this guidance, the Agency teachers must:

i. Understand language development.

ii. Recognize the connection between the home language and English.

iii. Connect oral language to emergent literacy.

iv. Provide bilingual supports

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

- Bilingual Instruction — Provide a combination of supports and instruction in the students' home language(s) while learning English (as per NYSED recommendation):

    i. Include multilingualism in prekindergarten classes to align instruction with Fabius-Pompey Central School District's K-5 bilingual programs, i.e., include at least one (1) dual language Pre-K class as per current offering.

    ii. Developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.

K. Nursing services must be provided by the Agency on site.

L. Security services will include an entrance greeter/security person.

M. All individuals providing services to students in the Pre-Kindergarten Program must comply with the New York State Safe Schools Against Violence in Education (SAVE) law fingerprinting requirements. All such individuals must be cleared by the New York State Education Department in accordance with the provisions in the SAVE law prior to providing service under the Pre-Kindergarten Program. Proof must be presented to the District of such clearances.

N. The Agency will keep daily attendance records and will provide them monthly to the District's Administrator of the Pre-Kindergarten Program.

O. The Agency will forward all completed Pre-K application form plus the following proof of residency to the District Administrator of the Pre-Kindergarten Program at 1211 Mill Street, Fabius, NY 13063 for each child (unless this information has already been provided to the Administrator of the Pre-Kindergarten Program). Following are the (3) three proofs of address:

- A current, signed residential lease agreement for property within the District;
- A current home mortgage document or other proof of ownership of residential property within the District;
- A signed statement from a landlord or other property owner where you live (please use the School District's Landlord Statement of Landlord Affidavit forms);
- A sworn statement from someone who has first-hand knowledge of the child's Fabius-Pompey Central School District residency (please use the School District's Third-Party Affidavit form);
- A current pay stub showing your home address;
- Your most current income tax return;
- A current utility bill (electricity, telephone, cable service, etc.);
- Documents issued by the federal, State or local government (such as a voter registration card, a driver's license, a passport, a visa, Department of Social Services identification, Office of Refugee Resettlement identification, etc.);
- In custody situations, judicial custody orders or guardianship papers or parent/guardian affidavit(s) which show(s) the address where the custodian/guardian and the student reside. (However, the absence of a formal custody order or guardianship papers will not disqualify a student who is otherwise shown to be a bona fide resident.)

P. Pre-Kindergarten regulations specify that the nursery/daycare center cannot charge parents for the portion of its program that is paid for by Pre-Kindergarten funds. As a result, all participating families may be asked to sign a form verifying that they are not being charged tuition at all). In addition**, if a proposer is reimbursed by an outside funding source (e.g. State, Federal and or foundation funds) for a child, it cannot also accept Pre-Kindergarten funding for the portion of the day already being subsidized.**

7. DISTRICT OVERSIGHT

The District will provide direct oversight of the program via a District-employed New York State Certified School Administrator. The Administrator's responsibilities will include:

A. Will monitor the resulting contract and provide oversight of the Agency's program and support services.

B. Will have complete access to the buildings and will make announced and unannounced visits to the sites at any times when the program is in operation. Also, during the course of the year, District staff members will be making periodic visits to the facilities to ensure that the program is conducted in a developmentally appropriate way, provides rich academic experiences for the student and complies with the standards for preschool program established by the state.

C. Will oversee the Agency's program in the implementation of the requirements of the New York State Education Department ("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. Will assist, if necessary, with the outreach to find children who are currently not being served in Fabius-Pompey Central School District area .

8. TRANSPORTATION

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

9. NYSED

Please review the NYSED site for additional information:

1. http://www.p12.nysed.gov/upk/faq.html

2. http://www.p12.nysed.gov/nurseryschool/regulations/NurserySchoolsRegulations.html

10. PROPOSAL SUBMISSION, SCORING AND EVALUATION

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

These proposals are being solicited through a fair and open process. Agencies that are willing to provide the described services as requested above, shall be evaluated on the basis of

experience and qualifications as set forth in the criteria described below.

1. Quality of proposed comprehensive UPK Program
2. General experience in the field.
3. Experience and qualifications of the professional staff assigned to the program, which most closely match the needs of the District.
4. Submission of cost effective budget

Proposals will be evaluated considering the methods to be used to meet the requirements of the Scope of Services and the availability of qualified personnel who are proposed to work on this project. Included will be the reasonableness of the time schedule proposed to complete this project.

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

Proposals will also be evaluated considering the Proposer's experience with similar projects, knowledge, and the qualifications as well as the full time availability of personnel assigned.

Client reference must be current, representative of similar New York State projects requested in this RFP, and these similar projects must have included the personnel proposed for this project.

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

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

During the evaluation process, the Board of Education or its designee, may, at its discretion, request any one or all agencies to make oral presentations. Such presentations will provide agencies with an opportunity to answer any questions the Board of Education or its designee may have regarding the agency's proposal. Not all agencies may be asked to make such oral presentations.

The District reserves the right without prejudice to reject any or all proposals.

8. INVESTIGATION OF QUALIFICATIONS

The work and services described in this Request for Proposals 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 Consultant shall be made in the discretion of the District's Board of Education based upon all relevant factors, including but not limited to price.

9. 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 unrestricted additional insured on the proposer's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

B. The policy naming the district as an additional insured shall:

1) From an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.

2) Contain a 30-day notice of cancellation.

3) State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.

4) The district shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

C. The proposer agrees to indemnify the district for any applicable deductibles.

D. Required Insurance:

1) **Commercial General Liability Insurance**

$1,000,000 per occurrence/ $2,000,000 aggregate.

2) **Automobile Liability**

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

3) **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

4) **Professional Errors and Omissions Insurance**

$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 retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

5) **Excess Insurance**

On a "Follow-Form" basis, with limits of $3,000,000 each occurrence and aggregate.

6) **Daycare Providers E & O Insurance**

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

E. Proposer acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The contracted vendor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposer further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

10. ANTICIPATED PROPOSAL TIMELINE

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

- Request for proposals issued — January 12, 2026
- Due date for proposals — February 13, 2026

11. 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 Pre- Kindergarten (Pre-K) 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 Purchasing Agent 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 PRE- KINDERGARTEN PROGRAM."

All proposals must be sent to the following address and received at that address in the District Office **before 4:00 PM ET on** February 13, 2026

Fabius-Pompey Central School District
c/o Daniel Silky
1211 Mill Street, Fabius, NY 13063

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

1) One (1) original, three (3) copies and one (1) electronic copy in USB

2) Title Page showing the RFP's subject; the agency's name; the name, address and telephone number of a contact person; and the date of the proposal.

3) A signed letter of transmittal that briefly states the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the agency believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm offer to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program for the 2026-2027 school year with an option to annually renew for 2027-2028, and thereafter dependent on NYSED funding.

4) Three (3) references with name and contact information.

5) List of school district clients to whom services were provided in:

    a) 2024-25 school year.

    b) 2025-26 school year.

6) The name(s) of principals, partners, or employees in the agency who have done business with the Fabius-Pompey 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.

7) 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.

8) Disclosure and description of any arrests or convictions against any members of the agency.

9) Assurance of ability to provide executed copies of the Certificates of Insurances.

10) The District is seeking to have the entire program run by the outsourced agency and take place at a site provided by the agency. Describe the proposed site including the street address, number of classrooms, square footage. **The following documents must be included in the submittal.**

- Certificate of Occupancy.
- Asbestos Environmental Building Management Plan (AHER or ASHARA).
- Fire inspection reports.
- Architectural quality floor plans.
- Fire alarm reports.

- Copy of purchase deed, if property is owned by the Agency.

- Memorandum of Agreement/Lease CBO with property owner, if the property is being leased.

- Proof of building ADA accessibility.

11)A completed Agency Information Form (**See Appendix B).**

12)A completed Non-Collusive Certification **(See Appendix C)**.

13)A completed Non-Collusive Resolution (Required for Corporations) **(See Appendix D)**.

14)A completed Background / Criminal Check Certification **(See Appendix E)**.

15)A completed Proposer Warranties **(See Appendix F)**.

16)A completed and notarized Iran Divestment Act Certification **(See Appendix G)**.

17)A completed and notarized Hold Harmless Agreement (**See Appendix H**)

18)A completed W-9 form.

12. 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 Fabius-Pompey Central School District Pre-Kindergarten Program Plan.

A. Agency Background:

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

B. Pre-Kindergarten Services:

1. How the agency will meet the goals and objectives of the Fabius-Pompey Central School District's Pre-Kindergarten Program and help kids in their transition to Kindergarten.

2. Detail how a child's progress will be documented by assessments.

3. Detail the agency's meal plan as per Paragraph "F" in page 5.

4. Describe the early childhood services the agency would provide through the Pre-Kindergarten program and how they will meet the following required components of Part 151

of the regulations of the Commissioner of Education and the NYS Prekindergarten Foundation for the Common Core.

- Provide support services to children and families such as social and health related services.
- The on-going staff development opportunities in which Pre-Kindergarten staff would

be engaged.

- How many students can the organization provide services for?
- How many classrooms can the organization support?
- How many hours per day can the Pre-Kindergarten Program operate?

5. How the proposed program will meet all applicable health and safety codes and licensure requirements (including the New York State Uniform Fire Prevention and Building Code).

6. Detail the Agency's standards and procedures for ensuring appropriate sanitation and custodial services.

7. Describe the collaborative relationship the agency proposes to have with the Fabius-Pompey Central School District.

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

D. Program Staffing:

1. Explain the administrative structure of the agency and how records are managed within the agency. Describe documentation procedures followed by the agency.

2. Describe the supervisory structure for the proposed Pre-Kindergarten services, include detailed resumes of all staff that will be assigned to this contract.

3. Describe the process for coverage or substitution of staff as well as the ability of the organization to fill vacancies in a timely manner.

E. Program Budget:

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

1. Provide a spreadsheet detailing all the program costs including but not limited to professional salaries, support staff salaries, purchased services, supplies and materials, travel expenses, employee benefits, indirect costs, equipment and any applicable transportation cost.

2. Detail any local matching funds to be used to support the Pre-kindergarten program.

13. EVALUATION PROCEDURES

These proposals are being solicited through a fair and open process. Agencies that are willing to provide the described services as requested above, shall be evaluated on the basis of experience and qualifications as set forth in the criteria described below.

1. Quality of proposed comprehensive UPK Program.

2. General experience in the field

3. Experience and qualifications of the professional staff assigned to the program,

which most closely match the needs of the District.

4. 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.

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.

The District's determination of the applicant who is most advantageous to the goals and objectives of the District shall be final and conclusive. The appointment shall be determined by majority vote of the Board of Education on a resolution at an open public meeting. No applicant shall cause or influence, or attempt to cause or influence, any District official, officer or employee to secure unwarranted privileges or advantages.

During the evaluation process, the Board of Education or its designee, may, at its discretion, request any one or all agencies to make oral presentations. Such presentations will provide agencies with an opportunity to answer any questions the Board of Education or its designee may have regarding the agency's proposal. Not all agencies may be asked to make such oral presentations.

The District reserves the right without prejudice to reject any or all proposals.

14. TERMS OF ENGAGEMENT

A one (1) year engagement in the 2026-2027 school year with the option to renew annually for the 2027-2028, 2028-2029, 2029-2030 and 2030-2031 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

Fabius-Pompey Central School District

UPK/SUFDPK POLICIES AND PROCEDURE

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 Pre-Kindergarten program shall be safe and suitable for the comfort and care of the children, shall comply with all applicable requirements of the Americans with Disabilities Act and shall be provided and maintained in a state of good repair and sanitation. Buildings and classrooms operated by eligible agencies shall meet all applicable fire, safety and building codes. Section 151.1.10 of the Regulations of the Commissioner of Education sets forth the requirements which must be met by all facilities used for Pre-Kindergarten classes.

2. **Curriculum and Instruction:** The Agency will provide for an age and developmentally appropriate curriculum and activities that are learner-centered and play-based. Curriculum materials will be selected and/or approved by the District.

3. **Screening and Assessment:** The Agency will administer the District approved screening assessment to each student at the beginning of each school year as well as at the end of the school year. The results of this screening assessment will be used to determine if a referral to the District's Committee for Pre School Special Education ("CPSE") is appropriate and to identify if additional supports are necessary. In addition, the Agency will administer the District approved and curriculum based assessment three times per school year-specifically in the Fall, Winter and Spring.

4. **Ensuring Continuity of Instruction and Transition to School-Age Programs:** With guidance from the District, the Agency will provide workshops and parent meetings regarding the Pre-Kindergarten to Kindergarten transition process. Specifically, each Prekindergarten ("UPK") teacher will visit the District's Kindergarten classroom at least once annually.

5. **Identification, Inclusion, and Support of Students with Special Needs:** The Agency will assure that students with disabilities participate in regular education activities unless otherwise indicated in the students' Individualized Education Program ("IEP") and that accommodations are made, as needed. The Agency will use the results of the screening assessment, classroom observations, and teacher or parental concerns to identify children who may require a referral to the CPSE. The Agency will work with parents and the District to make referrals for testing and services.

6. **Inclusion, instruction, and Support of English Language Learners:** The Agency will support diversity, parent involvement and the retention/promotion of a student's home language as he/she progresses toward English learning. As much as is practicable, the Agency will provide oral and written communication to parents/families in their preferred language. The Agency will provide opportunities for students' literacy development in the home language, while also promoting acquisition of English in an inclusive classroom setting. The Agency will ensure that the developmental and social emotional screening processes, and the provision of special services for students, are inclusive and respectful of their language and culture.

7. **Staffing:** All Agency UPK teachers must possess a teaching license or certificate valid for services in the early childhood grades or be in compliance with the NYSED section 151-1.3 regulation. The Agency must employ an on-site Education Director during the hours that the program is in operation. The Education Director will be responsible for program implementation and must also possess a teaching license or certificate valid for services in the early childhood grades. Furthermore, the Agency must have at least one teacher and one teaching assistant or teacher aide working in each UPK classroom. If there are more than 18 children in a UPK classroom, there must be one additional teacher assistant or teacher aide working in that classroom. No UPK classroom will have more than 20 children.

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 grades K-3 professional development activities. The District will provide pre-K specific professional development each year. The Agency is responsible for tracking the professional development hours attended by each teacher and the Education Director. The Education Director will be required to pursue professional development dedicated to implementing and sustaining effective language instruction educational programs designed to assist in teaching English Language Learners including immigrant children and youth.

9. **Family Engagement and Support:** The Agency will provide parents with opportunities to gain an understanding of the SUFDPK program and curriculum, participate in parent education programs, understand the process of applying for kindergarten in the District and provide written feedback about the program in the form of an end-of-year questionnaire/survey. Written communication to parents will be provided in the parents' native language when possible.

10. **Physical Well-being and Health:** The Agency will provide a daily healthy snack and lunch for each student. Teaching staff will sit with and actively engage with children during meal time. The Agency will provide adequate time for daily outdoor play as weather permits. The Agency will provide children with adequate time and appropriate location for a daily rest period.

11. **Partnerships with Community, Non-profit, and Educational Institutions:** Efforts will be made with various community/non-profit organizations and educational institutions to form partnerships that will result in field trips and guest speakers/events to benefit the

academic, social and emotional needs of Pre-K students.

12. **Program Oversight and Fiscal Management:** The Agency must comply with all fiscal requirements including: creating an annual budget that will be submitted and approved by the District, maintaining income and expense reports supported by detailed invoices, and any other financial and programmatic records that detail allocation of UPK/SUFDPK funds. The Agency will maintain a UPK/SUFDPK budget that is separate from all other funding sources. The Agency will have processes and systems in place to safeguard against supplanting funds. The District will maintain separate budget codes for UPK and/or SUFDPK funds.

Fabius-Pompey Central School District
RFP 2026-1 GC 22-010a
PRE-KINDERGARTEN AGENCY INFORMATION

Appendix B

Agency's Name:
Address:
Telephone:
Fax:
E-mail Address: **Web/blog site address:**
Contact Person and Title:
Type of Organization: ◯ Public Institution ◯ Private Non Profit ◯ Private Profit ***Please attach proof of organizational status (e.g. 501©(3) IRS letter)***
Statement of the Organization's Mission:
Chief Executive Officer:
Signature of Chief Executive Officer:

Fabius-Pompey Central School District
RFP 2026-1 GC 22-010a
PRE-KINDERGARTEN AGENCY
REFERENCE FORM

AGENCY NAME: _____

Please list (5) five references that your Agency has serviced in a manner similar in scope to the specifications contained in this Proposal. References are part of the Proposal Documents and failure to supply these references may result in the rejection of your proposal.

1. School District/Public Sector: _____

Contact Name/Title: _____

Address: _____

Telephone: _____ Email: _____

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: _

4. School District/Public Sector:

Contact Name/Title:

Address:

Telephone: Email:

Date(s) of Service: _

5. 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:

Fabius-Pompey Central School District

RFP 2026-1 GC 22-010a
PRE-KINDERGARTEN APPENDIX C NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the forgoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a) (1) (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publications of revised price lists for such items or (c) sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a). Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision II of this section, shall be deemed to have authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Addendum No.1 dated_____through Addendum No._____dated_____

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

Name (please print) *Signature*

Appendix D

Fabius-Pompey Central School District
RFP 2026-1 GC 22-010a
PRE-KINDERGARTEN

RESOLUTION - FOR CORPORATE BIDDERS ONLY

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

Describe the project

And to include in such bid or proposal the certificate as to non-collusion required by SECTION ONE HUNDRED THREE – D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by;

Corporation at a meeting of its Board of Directors held on the day of and is still in full force and effect this day of .

_____

(SEAL OF CORPORATION)

_____

(SECRETARY)

Appendix E

CERTIFICATION

(This form must be signed and notarized)

BACKGROUND / CRIMINAL

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

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

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2019

Notary Signature: _____ Date: _____

Agency **'s Name**

Address

City, State, Zip

(Print Name) **(Signature)**

(Phone) **(Fax)**

Appendix F

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 Fabius-Pompey Central School District.

D. We warrant that all information provided by us in connection with this proposal are true and accurate.

E. We warrant that we have read the Request for Proposal (RFP) to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the District, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous agency proposal.

F. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery to the District. We certify that the completion of the Proposal is a binding commitment to provide the service of administering the District's Pre-Kindergarten (Pre-K) Program requested as proposed herein.

G. We certify, under penalty of perjury, that our agency has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of our employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Agency**'s Name**

Address

City, State, Zip

(Print Name) **(Signature)**

(Phone) **(Fax)**

Fabius-Pompey Central School District

RFP 2026-1 GC 22-010a PRE-KINDERGARTEN

APPENDIX G CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

_____of the _Corporation and that neither the

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

SIGNED

SWORN to before me this _____day of ___._____ 2026

Notary Public: _____

Fabius-Pompey Central School District

RFP 2026-1 GC 22-010a PRE-KINDERGARTEN HOLD HARMLESS AGREEMENT

(This form must be signed and notarized)

Appendix H

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Fabius-Pompey Central School District Board of Education, Fabius-Pompey Central School District, or any officer, agent, servant, or employee of the Fabius-Pompey 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, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
B. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Fabius-Pompey Central School District, Fabius-Pompey Central School District Board of Education, or any officer, agent, servant, or employee of the Fabius-Pompey Central School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Fabius-Pompey Central School District, Fabius-Pompey Central School District Board of Education, or any officer, agent, servant, or employee of the Fabius-Pompey 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 Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above form any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

Signature: _____Date: _____

Affirmed to me this _____day of _____, 2026

Notary Signature: _____Date: _____