



## Lake George Central School District

*John Luthringer, Superintendent of Schools*

*Bonnie Hart, Business Administrator*

*Francis Cocozza, Jr.-Sr. High School Principal*

*James Conway, Elementary School Principal*

*Megan Coker, Director of Curriculum and Technology*

381 Canada Street

Lake George, New York 12845

(518) 668-5455 Fax (518) 668-2285

Thank you for your interest in the Lake George Central School District UPK Program. If you have questions regarding the preparation of your agency's application, please contact the Business Administrator for Instruction at (518) 668-5455 ext. 1205.

Please review the attached information and submit the application as follows:

Return application to: Lake George Central School District  
Attention: **Bonnie Hart**  
381 Canada Street  
Lake George, NY 12845

Deadline for submission: **1:00 p.m. on February 12, 2024**

Review of Proposals and Selection: Through March 1, 2024

2024 Implementation: July 1, 2024 - June 30, 2025

Copies to submit: One original, One electronic copy on USB drive

## **Proposal Evaluation:**

The Lake George Central School District will review all proposals and reserves the right to make final determinations as to the ability of an agency to provide high quality early childhood programming. Factors used to determine the acceptance of an agency's request to collaborate with the district include, but may not be limited to:

- Information provided in the RFP;
- Information provided in the budget form, including the total dollar amount required by the agency to implement the program;
- Information gathered from an interview with agency official(s) following submission of the written application;
- Strength/sustainability of current agency program(s);
- The eligible agency's capacity to effectively, efficiently and immediately provide needed services;
- Capacity to provide ongoing staff development;
- Staffing patterns and qualifications;
- Documentation that all applicable health and safety codes and licensure or registration requirements are met;
- Current program design and experience in providing developmentally appropriate programs;
- Fiscal solvency;
- Stability of staff, rate of turnover and ability to fill vacancies in a timely manner;
- Articulated mission/philosophy statements;
- Record management and documentation procedures followed by the agency;
- Administrative structure;
- Capacity and experience in serving children with disabilities;
- Capacity and experience in serving children and their families when they are limited English proficient;
- Children's progress as demonstrated by assessments; and
- Demonstrated effectiveness of the eligible agency's program

## **Evaluation Rubric:**

- 25% Organizational experience in providing UPK services
- 25% Staffing Experience in providing UPK services to children
- 25% Demonstration of financial sustainability and staffing turnover
- 25% Demonstration of ability to provide professional development

**Lake George Central School District  
District Universal Prekindergarten  
Program Agency/Provider  
Application**

**REQUEST FOR PROPOSAL  
2024-2025**

Deadline for Submission: 1:00 p.m. February 12th, 2024  
Return Application to: Bonnie Hart  
Business Administrator  
Lake George Central School District  
381 Canada Street  
Lake George, NY 12845

Lake George Central School District and provider agree as follows:

- The provider will administer one classroom of 18 UPK Students. The classroom will be located at the Lake George Elementary School and rented from the Lake George Central School District.
- The program will run 7:45 am - 2:10 pm each day, 5 days a week, at least 180 days per year, following the school district calendar.
- Activities identified in the program include: diversity integration; social, cognitive, linguistic and physical development; developmentally appropriate child community involvement; health and nutrition; services to children with disabilities; language development to children who speak other than English; continuity with early elementary grades.
- It is preferred that the teacher holds a NYS Teaching Certificate valid for service in early childhood or a NYS Teaching Certificate valid for students with disabilities. If they are not certified, it would be preferred that they have an education plan that will lead to obtaining NYS teacher certification for Birth – Grade 2 within five years. If a teacher is not certified, they must be supervised by an on-site certified teacher.
- Children must reside in the Lake George Central School District and be four years of age on or before December 1<sup>st</sup> of the year in which he or she is enrolled or who will otherwise be first eligible to enter public school kindergarten commencing with the following school year.
- The curriculum must ensure strong instructional content aligned with K-12 and State Learning Standards and ensure continuity with instruction in the early elementary grades and be integrated with the district's instructional program in kindergarten through grade twelve.
- The provider will use district programming for instruction.
- Early literacy and emergent reading instruction must be provided and be based on effective evidence-based practices.
- All UPK enrollees must be screened using the district selected screening tool as new entrants to develop a baseline so that progress of all children can be followed.

- Student placement will be determined by a lottery. Students who do not receive a lottery placement or who apply after the lottery date will be placed on a waiting list. The Lake George Central School District will manage the lottery process.
- Children cannot be denied participation on the basis of race, color or national origin, sex or disability. Children with limited English proficiency must have equal access to the program and opportunities to achieve the same goals as other enrolled children.
- Active parent engagement in the education of their children must be ensured.

**Programs must meet the requirements set forth Subpart 151-1, Universal Pre Kindergarten Regulations, as well as programming requirements of the Lake George Central School District Universal Prekindergarten Program.**

### Agency Information

Agency/Provider Name	
Address	
Phone, fax, e-mail	
Contact Person	
Signature of Authorized Person	

Please answer the questions in the space provided.

<i>What is your agency's mission/philosophy/purpose?</i>
<i>Describe your agency's organizational structure:</i>
<i>Describe your organization's history of providing quality early childhood programs. Please include information regarding services provided to children with disabilities.</i>
<i>Please describe services/supports your agency provides to families (attach supporting documentation)</i>
<i>Describe how your program will meet the goals and objectives of the district's Universal Prekindergarten Program Plan (attached) Provide any information which demonstrates the quality of the educational program you provide.</i>
<i>Please describe plans to implement curricular requirements under this program (include literacy, math, social emotional, gross motor, technology integration, and on-going student assessment, etc.)</i>
<i>Please describe how your program would use both formative and summative assessment for both academics and social emotional learning to support small group and individualized instruction for students:</i>
<i>Please describe how your curriculum is in alignment with the Lake George Central School District Kindergarten curriculum and how your agency would work with Lake George Central School District to ensure a seamless transition to kindergarten for students and families:</i>
<i>What staff development opportunities do you presently offer your staff? Would your staff be willing to attend staff development opportunities made available by the Lake George Central School District?</i>
<i>Describe parent activities /events that you plan yearly. How do you encourage parental involvement and ensure all parents have ease of utilization and access to services?</i>
<i>Please describe your agency's plan for parent engagement (attach supporting documentation):</i>
<i>Describe how Prekindergarten services will be staffed, including information regarding staff qualifications and child-staff ratio.</i>

*Explain the administrative structure of your organization and the supervisory structure, including the qualifications of the supervisor(s).*

**Agency Budget Form - UPK**

*Please provide a narrative description of reasonable, appropriate and necessary expenditures:*

*Professional Salaries Detail:*

*Support Staff Salaries Detail:*

*Supplies and materials Detail:*

*Equipment Detail:*

*Purchased Services Detail:*

**Lake George Central School District**  
**Universal Prekindergarten Program Plan**  
**Universal Prekindergarten Program Goals and Action Steps**

***Goal - To offer a prekindergarten program that is learner centered and promotes the “whole child” ensuring that they are self-assured and independent***

**Action Steps**

- Participate in small/large groups independently, and with guidance
- Learn sharing and resolving of difficulties in a constructive manner
- Learn to play cooperatively, exhibiting courteous behavior
- Use of computer programs that enhance the kindergarten curriculum
- Learn to handle transitions appropriately
- Exhibit good self-concept/positive attitude
- Work towards independence
- Exhibit responsibility for self/others, follow classroom rules and show self-control
- Accept adult guidance and leadership
- Participate in character education programming
- Collaborate with other community and school based departments, such as fire, police, US post office, high school child care classes

***Goal - Provide a prekindergarten program that is rich in health, and nutritional well-being and promoting of physical skills***

**Action Steps**

- Provide for the early identification and prevention of health problems by promoting health and safety of all children, making use of community agencies and health providers
- Provide health screenings for hearing, vision, height and weight and physicals
- Enlist registered nurse to provide health referrals and first aid, monitor attendance, address health issues with parents, and make presentations to students on relevant health concerns
- Enlist school guidance counselor for age appropriate character building activities
- Consistent encouragement of hand washing before meals, after bathroom, and at other necessary times
- Provide children with a nutritional snack daily, in an environment that promotes interaction between staff and children
- Provide children with allergy appropriate snack modifications when needed
- Classroom cooking experiences, which include opportunities to explore concepts of measurement, textures and taste
- Provide opportunities for exercise

- Control and coordinate basic body movements
- Demonstrate fine and gross motor skills

***Goal – To provide the components of the New York State Prekindergarten Early Learning Standards***

**Action Steps** - Utilize evidenced-based as well as developmentally appropriate curriculum that is aligned with the NYS Learning Standards and domains which provides instructional strategies for the essential components of reading, including:

- Build background knowledge
- Vocabulary development, including the development of expressive/receptive vocabulary
- Develop appropriate listening skills
- Develop appropriate grammar skills
- Develop knowledge of phonemic awareness and alphabetic principle
- Building skills for becoming an effective communicator
- Develop Language Arts and pre-writing skills in accordance with curriculum, using specific activity books with each topic
- Language Arts learning centers

***Goal - District developed pre kindergarten curriculum based on New York State Kindergarten standards.***

**Action Steps**

- Use of math manipulatives
- Engaging, hands-on activities
- Provide language development that is key to laying a solid foundation in math
- Concrete examples that help children develop abstract and higher-order thinking skills
- Participate in math learning centers
- Develop numeric identification and counting, calendar skills
- Explore literature related to science, math, and social studies themes
- Provide learning centers that incorporate all subject areas
- Introduce computer technology and participation in directed computer lab activities utilizing the Internet and web based applications
- Incorporate the arts by including music appreciation, dance, dramatic play and/or art into the daily routine
- Participate in directed and independent learning centers
- Promote engagement of conversation with children and adults
- Learn appropriate manners at snack time and throughout the day
- Participate in class trips, assemblies and engage with guest speakers
- Provide activities that use of fine motor and gross motor skills

***Goal - To furnish ongoing assessments, monitoring and reporting to ensure students are provided appropriate teaching strategies that enable growth***



### **Action Steps**

- Utilize a system that provides annual administration of a diagnostic screening to inform classroom instruction
- Ensure ongoing routine formative assessments
- Structure mathematics assessments in line with the NYS Prekindergarten Early Learning Standards
- Provide New York State Education Department reports as required

***Goal - To provide active engagement of parents and/or guardians in the education of their children***

### **Action Steps**

- Provide opportunities for parents and children to work together with curriculum and non-curriculum based activities
- Provide volunteer opportunities for parents/guardians
- Provide parent conferences that offer an opportunity to establish communication between home and school
- Provide parent education materials to help with parenting skills and academics
- Provide opportunities for parents to join their child at school-based functions and on community based field trips
- Allow access to school resources

***Goal - To provide support services to the maximum extent possible***

### **Action Steps**

- Offer services to parents and children in the language or mode of communication that they best understand
- Continue a relationship with community organizations such as Social Services

***Goal – To provide staff development and teacher training for staff and teachers in cooperation with staff development conducted for K – 12 teachers in the district***

### **Action Steps**

- On-going, sustained professional development provide by district for a minimum of 10 hours per year related to curriculum standards and assessments as well as social issues
- Grade level meetings with prekindergarten staff among each other and in conjunction with early primary grade levels

## **Program Components**

The Prekindergarten in the Lake George Central School District provides four year old residents of the District the opportunity to access high quality programming that prepares them for future success. The program addresses and provides the following:

- Instructional components, promoting reading literacy and math
- On-going assessments, including monitoring and reporting that ensures appropriate teaching strategies that enable growth

- Social-emotional development, including fostering a positive sense of self, which considers the “whole” child
- Physical well-being and skills, including appropriate health and nutritional aspects, gross and fine motor development
- Active engagement activities for parents and guardians that allows participation in the education of their child
- Staff development consistent with opportunities provided for K-12 staff

### **Staff Qualifications**

Staff qualifications will include the following:

- Teachers hold certification valid in early childhood education or have an education plan that will lead to obtaining NYS teacher certification for Birth – Grade 2 within five years
- Teacher assistants providing support in a prekindergarten classroom will preferably meet the same requirements as all assistants in the District
- Staff will be involved in all professional development provided by the District and in accordance with the Professional Development Plan
- Teacher mentors will be provided for those in their first year of the Professional Certificate

### **Program Design**

The program design will consist of full-day classes, five days per week, for a minimum of 180 days per year. The calendar will follow the District’s K-6 calendar. Snacks will be provided daily. Curriculum for prekindergarten students will dovetail with the district’s sequential K-6 instructional program, which follows the state curriculum.

### **CONTRACT TERM RENEWAL**

The awarded firm 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.

### **NATURE OF SERVICES REQUIRED**

The District is seeking proposals from qualified agencies to Subcontract with the District under a Universal Pre-Kindergarten S 3602-e(12), under the United States Department of Education and United States Department of Health and Human Services in Partnership with New York State Education Department. The Agency will work in collaboration and under the supervision of the District to provide pre kindergarten 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 Pre-Kindergarten program services consisting of but not limited to, the following:

- A. 6.25 hours per day, five days per week program for the four year olds (children born in 2020) for at least 180 days during the 2024-2025 school year.

- B.** The program must be aligned with all District policies. The proposer will also follow all the regulations and policies regarding Statewide Universal 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 curriculum and instruction with NYS Prekindergarten Foundation for the 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 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/sssel.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 as needed
      - ii. Developmentally, culturally and linguistically responsive Pre-K academic curriculum and instruction.
- K.** Nursing services must be provided on site.
- L.** All individuals providing services to students in the Universal Pre-Kindergarten Program must comply with the New York State Safe Schools Against Violence in Education (SAVE) law fingerprinting requirements. All such individuals must be cleared by the New York State Education Department in accordance with the provisions in the SAVE law prior to providing service under the Universal Pre-Kindergarten Program. Proof must be presented to the District of such clearances.
- M.** The Agency will keep daily attendance records and will provide them monthly to the District’s Administrator of the Pre-Kindergarten Program.
- N.** The district will coordinate all registrations for the program.
- O.** Universal Pre-Kindergarten regulations specify that the nursery/daycare center cannot charge parents for the portion of its program that is paid for by Universal Pre-Kindergarten funds. As a result, all participating families may be asked to sign a form verifying that they are not being charged tuition at all). In addition, if a proposer is reimbursed by an outside funding source (e.g. State, Federal and or foundation funds) for a child, it cannot also accept Universal Pre-Kindergarten funding for the portion of the day already being subsidized.

### **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 classroom and will make announced and unannounced visits to the sites at any time 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 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”) 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 within the District.

### **TRANSPORTATION**

The District will not provide transportation for UPK students.

### **FACILITIES**

The district will provide a classroom of approximately 950 square feet, which space shall include a toilet and wash area. The space will be used to provide UPK services and for no other purpose.

The provider agrees to pay a fee of six thousand dollars (\$6,000) for the use of the space per year. The fee shall be due and payable the first day of September 2024.

### **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>

### **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 2038 (04/13) and CG 2037 (10/01); or an endorsement providing equivalent coverage. 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/ \$10,000,000 aggregate.
  - 2) **Automobile Liability**  
\$2,000,000 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/ \$10,000,000 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 \$10,000,000 each occurrence and aggregate.
  - 6) **Daycare Providers E & O Insurance**  
\$5,000,000 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.

## REFERENCE FORM

FIRM NAME: \_\_\_\_\_

Please list (5) five references that your firm 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.

<b>School District/ Public Sector</b>	
<b>Contact Name/ Title</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Date(s) of Service</b>	

<b>School District/ Public Sector</b>	
<b>Contact Name/ Title</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Date(s) of Service</b>	

<b>School District/ Public Sector</b>	
<b>Contact Name/ Title</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Date(s) of Service</b>	



<b>School District/ Public Sector</b>	
<b>Contact Name/ Title</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Date(s) of Service</b>	

<b>School District/ Public Sector</b>	
<b>Contact Name/ Title</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Date(s) of Service</b>	

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

If so, when, where and why?

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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: \_\_\_\_\_

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## **APPENDIX 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.

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

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Name (please print) Signature

**RESOLUTION - FOR CORPORATE BIDDERS ONLY**

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

**Describe the project**

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

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

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

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(SEAL OF CORPORATION)

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(SECRETARY)

**BACKGROUND / CRIMINAL CERTIFICATION**

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

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

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

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

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Firm's Name**

**Address**

**City, State, Zip**

**(Print Name) (Signature)**

**(Phone) (Fax)**

### **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 Lake George 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.

**Firm's Name**

**Address**

**City, State, Zip**

**(Print Name) (Signature)**

**(Phone) (Fax)**

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

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

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 \_\_\_\_\_, 20\_\_\_\_

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

**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 Lake George Central School District Board of Education, Lake George Central School District, or any officer, agent, servant, or employee of the Lake George 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 Lake George Central School District, Lake George Central School District Board of Education, or any officer, agent, servant, or employee of the Lake George Central School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Lake George Central School District, Lake George Central School District Board of Education, or any officer, agent, servant, or employee of the Lake George 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 from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

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

Affirmed to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Signature: \_\_\_\_\_ Date: \_\_\_\_\_