

**PELHAM UNION FREE SCHOOL DISTRICT  
BUSINESS OFFICE  
575 COLONIAL AVENUE  
PELHAM, NEW YORK 10803  
PHONE 914-738-9140 FAX 914-738-2384**

**REQUEST FOR PROPOSAL  
SPECIAL EDUCATION RELATED SERVICES**

The Pelham Union Free School District, hereinafter referred to as “the District”, invites the submission of proposals from qualified individuals and agencies, hereinafter referred to as “Provider”, to perform related educational services for selected students.

**1. Purpose**

The District requests proposals from qualified individuals and agencies interested in providing related educational services to selected students of the District for the purpose of soliciting proposals for these services.

All contracts will be effective from the date of appointment through June 30, 2020 and may be extended annually for up to two (2) additional years subject to the approval of the Board of Education.

**2. Proposal Submission**

Proposals must be clearly labeled “Request for Proposal - Special Education Related Services” and submitted to the Pelham Union Free School District, Business Office, 575 Colonial Avenue, Pelham, New York 10803, Attention: James Hricay, Assistant Superintendent for Business on or before 10:00 a.m. prevailing time, on November 1, 2019. There is no express or implied obligation for the District to reimburse responding individuals or agencies for any expenses incurred in preparing quotations.

It is the proposer’s responsibility to ensure that their proposal is received by the Assistant Superintendent for Business in a timely manner. All proposals received after the time stated may not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the proposer assumes responsibility for having his proposal deposited on time at the place specified. All proposals shall be delivered in a sealed envelope, clearly marked with the name of the proposer and the title of the proposal on the outside of the envelope as set forth above.

Upon receipt, please fill out the attached Receipt Confirmation Form and fax or email it to the Pelham Union Free School District, James Hricay, Assistant Superintendent for Business at the fax number stated therein or to [JHricay@pelhamschools.org](mailto:JHricay@pelhamschools.org). All subsequent information regarding this Request for Proposal will be directed to those who return the Receipt Confirmation in the form of an addendum.

Proposals shall be irrevocable for a minimum period of forty-five (45) days from the date of the proposal opening. Alterations to said proposals must be submitted in writing prior to the date of opening.

If additional information or clarification regarding the RFP is required, please send your written request for information or clarification to Julia Chung, Assistant Superintendent for Pupil Personnel Services, by fax at (914) 633-6503 or email at [jchung@pelhamschools.org](mailto:jchung@pelhamschools.org), no later than five (5) days prior to the date fixed for the submission of proposals.

### **3. Scope of Services**

Scope of services shall include but may not be limited to the following Related Educational Services:

#### **Teacher of the Deaf**

- Provide teacher of the deaf services in pull-out or push-in services in the classroom.
- Provide consultation to general and special education teachers and staff
- Conduct evaluation, write evaluation reports and attend CSE meetings
- Schedule therapy sessions based on the building schedule and student availability

#### **Speech/Language Therapist**

- Provide speech/language therapy in small groups, individual sessions, and push-in services in the classroom.
- Provide consultation to general and special education teachers and staff
- Conduct speech/language evaluation, write evaluation reports and attend CSE meetings
- Schedule therapy sessions based on the building schedule and student availability

#### **Occupational Therapy**

- Provide occupational therapy in small groups, individual sessions, and push-in services in the classroom.
- Provide consultation to general and special education teachers and staff
- Conduct occupational therapy evaluation, write evaluation reports and attend CSE meetings
- Schedule therapy sessions based on the building schedule and student availability

**Additional Services Requested:**

**Physical Therapy  
Behavioral Intervention Services  
Parent Counseling and Training  
Home Instruction  
Special Education Teacher Services  
Hearing Services  
Audiology Services  
Vision Services  
RN Services  
LPN Services  
ABA Services  
Assistive Technology Services  
Translation and Interpretation Services  
Bilingual Evaluation Services**

**4. Proposals**

Two copies of each proposal will be accepted, one copy titled "ORIGINAL" and the second titled "COPY" should be submitted in a format that permits copying for review.

Each page of the proposal must state:

- Firm or Individual submitting the proposal
- RFP is for the Pelham Union Free School District
- Include page numbers

All proposals must be submitted in two parts:

- Part I must consist of responses to the management and qualification items.
- Part II must consist of proposed costs to provide the related educational services.

Incomplete submissions will not be considered for award. Proposals should not be excessively long. All materials submitted in response to this request for proposals shall become the property of the District.

**PART I - Management and Qualifications**

In setting forth its qualifications, each individual or agency submitting a proposal shall provide the following information:

- A. Name and Title of individual submitting RFP.

- B. Name of agency, business address, telephone number, fax number and email address.
- C. Provide evidence of individual's or agency's credentials and qualifications in the area of related educational services to be provided.
- D. Describe the individual's or agency's experience and expertise in performing related educational services to be provided.
- E. State the name(s) of the officer(s) and associate(s) in the firm.
- F. Identify the nature of any potential conflict of interest the individual or agency might have in providing these services to the District.
- G. Provide any other information that might be beneficial to the District.
- H. Provide evidence of insurance as per attached "Service Provider Insurance Coverage" at Appendix A.
- I. Respond to one (1) of the following:
  - a. *For those providers practicing as an individual or a partnership*, list all the names and license numbers of each owner as currently registered with the NYS Department of Education;
  - b. *For those providers practicing as a business corporation*, identify the corporate name and the registration number on file with the NYS Department of Education;
  - c. *For those providers practicing as a Professional Corporation (P.C.)*, list the names of the stockholders and officers of the P.C. and the license number for each registered with an NYS Department of Education; or
  - d. *For those providers practicing as any other authorized legal entity*, list all the names and license numbers of the members as currently registered with the NYS Department of Education.
- J. Attach a reference list from school districts and/or governmental entities containing the client name and address, services provided, and telephone numbers. Please be advised that the District may contact any reference listed.

## **PART II - Quotations**

- A. **Cost:** This section shall include the proposed cost/rate and unit of payment (ex. per hour) to provide the related educational service(s) offered by Provider. A rate sheet may be attached. Note: If the unit of payment is “per session,” indicate the duration of the session (for comparison). Please clearly delineate the specific service that is to be provided to the District along with the aforementioned price structure.

Include any other cost and price information that would be contained in a potential agreement with the District.

The District reserves the right to retain the services described herein, or any portion thereof, on the basis of the individual per session cost, the aggregate session costs, or any combination thereof, whichever is in the best interest of the District as determined by the Board of Education.

The District intends to select individuals or firms that, in its opinion, best meet the District’s needs. Therefore, the professional services described herein may be awarded, at the Board of Education’s sole discretion, on the basis of factors other than cost, including, but not limited to, qualifications, recommendations, merit and experience. The Board of Education contemplates awarding to multiple firms and/or individuals as a result of this solicitation.

- B. **Term of Contract:** Contracts shall be for a period of one (1) year, with the option to renew for two (2) additional one year periods. The District, being sufficiently satisfied with the level of quality and cost of these services may choose, with the vendor’s agreement, to extend the contract in subsequent year(s) for one year periods beginning July 1, 2020 through June 30, 2021 for no more than two (2) years consistent with the then current SED regulations; including an annual cost increase not to exceed the consumer price index (CPI) for the Northeast Region/Eastern United States, subject to the approval of the Board of Education each year. This Proposal will be utilized on an “as-needed” basis. There is no guarantee that any/all of the services listed will be utilized.
- C. **Termination of Contract:** Any contract agreed to under this Request for Proposal is subject to termination by the School District upon seven (7) days written notice to the provider. In the event of termination of the contract, the District’s responsibility shall be to pay for unpaid services performed and authorized by the District.

- D. **Invoices:** Students designated by the School District as Parentally Placed will be invoiced separately (one student per invoice). Invoices are required for payment. Invoices must be submitted within (30) days of services being rendered.
- E. **Right to Reject Proposals:** The District reserves the right to reject any and all Proposals, to waive any and all informalities relating to a specific Proposal submitted, to request additional information from proposers, to re-advertise and invite new Proposals, and/or to negotiate the terms of the engagement as in the Board of Education's judgment deems to be in the best interest of the District.
- F. **Evaluation of Proposals:** Proposals shall be evaluated based upon the following:
- a. Professional Qualifications
  - b. Prior experience
  - c. Total proposed price for the District
  - d. Proposer's demonstrated capabilities (financial solvency, location, past experience, etc.)
  - e. Length of time in business
  - f. Client references
  - g. Staffing
- The evaluation process is designed to award the proposal(s) not necessarily to the proposers of least cost, but rather to the proposers with the best combination of attributes for the needs of the target student population, based on the evaluation criteria. The Board of Education contemplates awarding to multiple firms and/or individuals as a result of this solicitation.
- G. **Legal Construction:** In case any one or more of the provisions contained in this RFP and/or the resulting agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision thereof and the RFP/agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained therein.
- H. **Form of Agreement:** Upon award of the contract, the Proposer agrees to enter into a formal written agreement with the School District, which agreement shall outline in detail the duties and obligations of the Proposer in connection with the performance of the services to be provided hereunder.

The terms and conditions set forth in the within Request for Proposals shall be incorporated into the Form of Agreement and shall form a part of the Agreement executed by the Board of Education and the successful Proposer, including the insurance requirements.

**NO CONTRACT BECOMES BINDING UNTIL THE NECESSARY FUNDS HAVE BEEN APPROVED FOR THE FISCAL YEAR DURING WHICH THE CONTRACT IS IN EFFECT.**

- I. **Insurance:** Providers shall provide the required insurance as set forth in Appendix A.

**Appendix A**  
**Service Provider Insurance Coverage**

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Provider hereby agrees to effectuate the naming of the District as an additional insured on the Provider's commercial general liability and excess liability insurance policies. 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:
  - a. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
  - b. State that the Provider's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
- C. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.
- D. The certificate of insurance must describe the specific services provided by the Provider that are covered by the liability policies.
- E. At the District's request, the Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Provider will provide a copy of the policy endorsements and forms.
- F. The Provider agrees to indemnify the District for any applicable deductibles and self-insured retentions.
- G. Required Insurance:
  - a. **Commercial General Liability Insurance:**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct.
  - b. **Workers' Compensation and N.Y.S. Disability:**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law



Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form can be completed and submitted directly online to the Workers Compensation Board: [http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

c. **Professional Errors and Omissions Insurance:**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Provider 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.

d. **Excess Insurance**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

- H. Provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The Provider is to provide the District's 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.
- I. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Provider further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

## QUOTATION SHEET

Name of Provider \_\_\_\_\_

Contact Name and Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Website/E Mail \_\_\_\_\_

Type(s) of Related Service and Rate Information for each type of Related Service that would be included in a potential agreement with the District (or attach rate sheet):

Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

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Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

Type of Related Service: \_\_\_\_\_ Rate: \$ \_\_\_\_\_

**RECEIPT CONFIRMATION FORM**

Please complete and return this confirmation form within 3 working days of receiving proposal package to:

Pelham Union Free School District  
Business Office  
575 Colonial Avenue  
Pelham, New York 10803  
James Hricay, Assistant Superintendent for Business  
(914) 738-9140, ext. 1142  
Fax (914) 738-2384

**RE:     REQUEST FOR PROPOSAL – SPECIAL EDUCATION RELATED SERVICES**

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

I have received a copy of the above noted proposal.

\_\_\_\_\_ we will be submitting a proposal

\_\_\_\_\_ we will not be submitting a proposal

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_