

Cornwall Central School District

REQUEST FOR PROPOSALS FOR RELATED SERVICES & ASSESSMENTS (ID# RS-2)

April 26, 2024

**Cornwall Central School District
Office of Pupil Personnel Services
10 Dragon Drive, Room A-25
New Windsor, NY 12553
(845) 534-8009 FAX (845) 534-2213**

I. OVERVIEW

The Cornwall Central School District (hereafter “the District”) is seeking proposals from consultants (thereafter “the consultant”) to provide related services and assessments. **Related services include occupational therapy, physical therapy, speech therapy, and psychological counseling services. Assessments include psycho-educational evaluations/re-evaluations and evaluations/re-evaluations in the related service area(s) as required by the Committee on Special Education (CSE).**

The specifications included herein will become part of the Contract agreed to between the Board of Education and the consultant.

To be considered, a proposal must be received by the Director of Pupil Personnel Services by **9:00 a.m. on May 23, 2024**. The District reserves the right to reject any or all proposals submitted, to negotiate with any consultant submitting a proposal, or to select a proposal other than that of the consultant offering the lowest price to the District.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from bidders, or to allow corrections of errors or omissions. At the discretion of the District, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

II. SCOPE OF SERVICES

A. Term

The District is soliciting the services of qualified consultants to provide related services for the period July 1, 2024 to June 30, 2025. At the discretion of the Board of Education, these services may be renewed for two additional one-year terms with an annual increase of the lesser of 2% or CPI.

B. Scope of Work to be Performed

The consultant shall furnish all supervision, materials, equipment, supplies, incidentals, duties and services of every kind necessary for the delivery of proper services. The consultant shall pay all fees and incur all expenses, necessary to complete the work in every respect. The scope of the work includes, but is not limited to the following:

Occupational therapy, physical therapy, speech therapy, and psychological counseling services as a related service for students with disabilities. The services will be provided in accordance with the student's Individual Education Plan (IEP) and meet the required duration and frequency as specified. The services may be delivered in any of the schools, and if necessary, the student's home. In addition, the service provider will update and provide progress notes and goals for the student's IEP, throughout the year and at the annual review. The service provider will be available to attend team meetings and CSE meetings. The service provider will also complete the RS logs in Frontline IEP, in order to meet the requirements for Medicaid reimbursement for the District.

Evaluations / re-evaluations as recommended by the Committee on Special Education (CSE). The evaluations may take place in any of the schools, and if necessary, the student's home. The evaluator will write and submit a written report detailing and summarizing the results of the evaluation within 30 days of the completion of the testing and will be available to attend CSE meetings to review the evaluation and discuss recommendations.

C. Insurance Requirements

Notwithstanding any terms, conditions or provisions, in any other writing between the consultant and the District, the consultant hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the firm's insurance policies, with the exception of workers' compensation.

- A. The policy naming the District as an additional insured shall:
 - 1. be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer;
 - 2. provide for 30 days notice of cancellation;
 - 3. state that the firm's coverage shall be primary coverage for the District, its Board, employees and volunteers;
 - 4. additional insured coverage shall be provided with ISO additional insured endorsement CG 20 10 11 85 or equivalent.

B. The consultant agrees to indemnify the District for any applicable deductibles.

C. Required Insurance:

1. Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregate. The general aggregate shall apply on a per-project basis. \$1,000,000 Personal and Advertising Injury limit, including coverage for defamation, false arrest, detention and imprisonment. Coverage should extend to claims involving sexual misconduct.

2. Workers' Compensation

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

3. Umbrella/Excess Insurance

\$ 2 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverage.

Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The consultant 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.

D. Early Termination

If the awarded bidder fails to perform in accordance with said agreement, the District reserves the right to cancel the agreement and purchase the balance of the services from other sources at the awarded bidder's expense. Such notification will be provided to the firm via certified mail.

III. TIME REQUIREMENTS

A. Proposal Calendar

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

- Request for proposals issued April 26, 2024
- Due date for proposals May 23, 2024
- Evaluation of consultants May 24 to June 7, 2024
- Board of Education awards services June 10, 2024

IV. PROPOSAL REQUIREMENTS

Consultants wishing to submit proposals to the District must include responses to the following specifications by **9:00 a.m. on May 23, 2024:**

1. A statement of the fees the consultant will charge the District as outlined on the attached submittal Form #2.
2. Provide the names and resumes of all principal, supervisory and management staff to be assigned to the Cornwall Central School District. The consultant should provide as much information as possible regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to the Cornwall Central School District.
3. Provide information about how the related services will be covered in the event the regularly assigned service provider is unavailable.
4. Provide the names of all current and former school district clients, with information on the number of years of service to each, along with the names and telephone numbers of contact persons in each district (see attached Form #1).
5. Provide the name, address, and phone number of the individual(s) that will assume responsibility for these related services (see attached Form # 3)
6. Provide a description of any regulatory action taken against the consultant within the last five years by a regulatory agency.
7. A signed statement of Bid Proposal Certification and Iran Divestment Act Certification (see attached forms).
8. Identify any litigation brought against the consultant during the past five years. Explain any pending litigation that may have a financial impact on the consultant.
9. Provide an affirmation by the consultant that it will not delegate or subcontract its responsibilities under an agreement without the express written permission of the Cornwall Central School District.

Hourly Rate: The proposal should contain all pricing information relative to performing the related services and evaluations as described in this request for proposals. Bills for services should be prepared and submitted to the Director of Pupil Personnel Services for authorization on a monthly basis. Such bills must stipulate the dates of service, hours provided, individual service providers name who delivered the service, and the first initial last name of the student serviced. The District will not be responsible for consultants' expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

Each consultant shall submit an original proposal to the following address:

Nicole Triassi
Director, Office of Pupil Personnel Services
Cornwall Central High School
10 Dragon Drive Room A-25
New Windsor, New York 12553

The sealed envelope shall be labeled: "Related Services Proposal."

All proposals must be received no later than **May 23, 2024 at 9:00 a.m.** Eastern Standard Time (EST). Late bids will not be opened and will be returned to the sender.

Inquiries concerning the request for proposals should be directed to:

Nicole Triassi, Director, Office of Pupil Personnel Services – (845) 534-8009 ext. 7404

V. EVALUATION PROCEDURES

Proposal evaluation criteria will include, but not be limited to:

1. Expertise and Experience – Experience of consultant, size and experience of staff, educational background, specialized skills, and expertise working with NYS school districts.
2. Price – Cost will be a consideration, but will not be the primary factor in the selection of a consultant.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the consultant of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the consultant selected.

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

FORM #1

CLIENT REFERENCE LIST

<u>School District / Company Name</u>	<u>Yrs. of Service</u>	<u>Contact Person</u>

FORM #2

SCHEDULE OF FEES

For the period: July 1, 2024 through June 30, 2025

	<u>Related Service Hourly Rate</u>	<u>Evaluation Rate</u>
Occupational Therapy: (Monday through Friday)	_____	_____
Physical Therapy: (Monday through Friday)	_____	_____
Speech Therapy: (Monday through Friday)	_____	_____
Psychological Counseling: (Monday through Friday)	_____	_____
Psycho-Educational Evaluation: (Monday through Friday)	_____	_____

FORM #3

FIRM CONTACT

The following individual(s) is responsible for this proposal and any services awarded.

Company: _____

Address: _____

Phone: _____

Email: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address _____

Telephone Number _____ Date of Bid/Proposal _____

I. General Bid Certification

The bidder certifies that s/he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that s/he is complying with Section 103-d of the General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision of the state or 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;

(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 his/her 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 foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above 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 designee, determines that such disclosure was not made for the purpose of restricting competition.

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 to be 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 one of the section, shall be deemed to have been 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 or partnership.

Signature (Authorized) _____

Title _____

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found at the OGS website: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Cornwall Central School District (“District”) may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- 2) The District makes a determination that the goods and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the District receive information that a person is in violation of the above-referenced certifications, the District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its 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 contractor in default.

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

_____	_____
DATE	SIGNATURE
_____	_____
BUSINESS NAME	PRINTED NAME

	TITLE