

MOUNT VERNON CITY SCHOOL DISTRICT
165 North Columbus Avenue
Mount Vernon, New York 10553

REQUEST FOR PROPOSALS
SPECIAL EDUCATION AND RELATED SERVICES
[FOR AGES: PRE-K - 21]
2023-2024

1. PROJECT DESCRIPTION

1.1 General

The Mount Vernon City School District (hereinafter the “School District”) invites proposals from qualified individuals, firms, and agencies (Proposer) for the provision of Special Education and Related Services. Proposer(s) may submit proposals for any or all of the services for which they are qualified to provide. Under this solicitation, the Board of Education intends to select qualified individuals or agencies to perform the services for the District.

Proposals must be clearly labeled “**Request for Proposals for Special Education and Related Services**” and submitted to Hillary Thompson, Purchasing Agent, Mount Vernon City School District, 165 North Columbus Avenue, Mount Vernon, New York 10553 on or before November 14, 2023 at 11:00 a.m. prevailing time. *Proposals submitted in response to this RFP must indicate the related educational services for which the Proposer is submitting the proposal.* 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 its proposal is received by the District in a timely manner. All proposals received after the time stated will not be considered and will be returned unopened to the Proposer.

Proposals submitted in response to this RFP shall be irrevocable for a minimum period of ninety (90) days from the date of the proposal opening. If additional information or clarification regarding the RFP is required, please send your written request for information or clarification to Dr. Marie Gaboton-Swift, mgaboton-swift@mtvernoncsd.org; and hthompson@mtvernoncsd.org. Mount Vernon City School District, by no later than five (5) days prior to the date fixed for the submission of proposals.

1.2 Site

Services will be provided at various locations throughout the District as required and directed by the Director of Special Education or designee for the Mount Vernon City School District.

1.3 Scope of Requested Services

Services shall include, but not be limited to, the provision of the following Special Education and Related Services:

1. Psychiatric Evaluations
2. Behavior Consultation/FBA/BIP
3. Applied Behavioral Analyst Services
4. Nursing Practitioner
5. Physician Assistant
6. Physical Therapist
7. Occupational Therapist
8. Speech and Language Pathologist
9. Audiologist
10. Staff Development Services

A breakdown by the Mount Vernon City School District of the estimated number of students that will receive services during the 2023-2024 school year is as follows:

	Mt. Vernon		
	In-District	Out of District	Summer
Psychiatric Evaluations	175	25	varies
Behavior Consultation/FBA/BIP	500	varies	varies
Applied Behavioral Analyst Services	varies	varies	varies
Nursing Practitioner	varies	varies	varies
Physician Assistant	varies	varies	varies
Physical Therapist	225	varies	varies
Occupational Therapist	600	varies	varies
Speech and Language Pathologist	250	varies	150
Audiologist Evaluation/Therapy Services	50	2	varies
Staff Development Services	300	n/a	

This information is for reference only. The District makes no guarantee as to the quantity or volume of services under any resultant contract.

All Proposers are required to be licensed and qualified to perform the services set forth herein. All Proposers shall, in their individual fields, be certified and licensed consistent with the standards established by the New York State Education Department. Proposers shall certify that all such professionals possess documentation evidencing such licenses and qualifications required by federal, state or local statutes, rules regulations and orders. It is understood and agreed that all services provided pursuant to this Agreement shall be coordinated with the Director of Special of Education or designee of the District. All reports and documents generated in connection with this Agreement shall be provided to the Director of Special of Education or designee of District.

The District requires individuals or firms to provide related services to the District's students on an **as-needed basis**. Services will be rendered to students receiving instruction in the District's schools; private/parochial schools; or home setting. Related services will be provided on an individual or group basis and in accordance with each student's individualized education program ("IEP").

The successful proposers shall provide services in their respective fields, consisting of, but not limited to the following:

- a. Service based on individual student IEPs;
- b. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;
- c. The completion of progress reports regarding student achievement of objectives as per report card schedules;
- d. Provide the Committee on Special Education (CSE)/Committee on Preschool Special Education (CPSE) with annual progress reports for each individual student receiving service to be reviewed at each student's CSE/CPSE meeting;
- e. Complete evaluations as per the request of the Director of Special Education on an as needed basis.
- f. Consult with educational and other related services staff to maximize services, therapy or intervention, as the case may be and ensure carryover of treatment goals.
- g. Upon referral, the successful Proposer shall administer individual evaluations to determine the individual student's need for specific services as an educationally related service.
- h. In connection with services rendered to Medicaid-eligible students, provide attendance records, notes and assistance to the District for Medicaid billing.
- i. Attend CSE/CPSE meetings.

All services shall be provided in strict compliance with the student’s IEP. The successful Therapists/Service providers shall provide the District with a copy of any progress reports, testing and/or observation reports prepared in connection with the students served.

The successful Proposer understands and agrees that it shall comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances, including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The successful Proposer shall adhere to all requirements and protocols as established by the District and the State Education Department of New York: to wit, but not limited to, fingerprinting. The successful Proposer further agrees and understands that all teachers and/or professional service providers must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to the District. In the event that the successful Proposer sends a provider to the District who has not obtained fingerprinting clearance with the State Education Department, the District shall have the right to immediately terminate the within contract.

1.4 Responsiveness and Time Requirements

- a. The firm selected is expected to have qualified staff available by telephone for consultation during normal business hours.
- b. The District may require regular or periodic on-site consultation.
- c. The District is unable to predict the total amount of time that may be required of the firm. The firm selected will be expected to provide services as required throughout the year.
- d. The firm selected will be expected to attend Board of Education meetings on weekday evenings as may be necessary.
- e. The firm selected understands and agrees that shall provide invoices for services rendered to the District on a monthly basis. Invoices shall include the corresponding purchase order.

2. THE SELECTION PROCESS

2.1 Timetable

The Mount Vernon City School District is expected to undertake the selection process according to the following schedule:

Deadline for submission of Proposal(s):	November 14, 2023 at 11:00 AM (EST)
Questions due from proposers	November 6, 2023 at 1:00 PM

Selection of successful Proposer

Upon Board of Education approval on or after November 21, 2023.

Expected contract preparation and execution

To be scheduled with District's legal counsel following selection of successful proposer(s) by the Board of Education.

2.2 Proposal Evaluation Criteria

For this Request for Proposal, the Proposals will be evaluated by the District based on the following Criteria:

1. Quality and completeness of proposal.
2. Experience and qualifications of the Proposer:

Consideration will be given to Proposers demonstrating strong capabilities, experience, and reputation in providing the professional services described in this RFP. At least three (3) years' experience in the provision of the proposed service(s) for school districts and/or similar organizations is required. Preference will be given to firms with experience in school settings. Proof of licenses and/or certifications must be submitted with each proposal.

3. Staffing:

The individual capabilities, experience, and reputation of the proposed staff will be considered.

4. Capabilities of Contractor and staff with regard to specific requirements of the children.
5. Cost to the District.

Proposers may bid on any or all of the services for which they qualify. 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.

3. CONTRACT

3.1 Term of Engagement

The term of this engagement shall be one (1) year commencing upon award through June 30, 2024. The School District shall have the option to renew the resultant agreement(s) for two (2) additional one-year terms, upon approval by the Board of Education each year. The District reserves the right to terminate the contract for any reason upon thirty (30) days written notice to the successful proposer(s). No contract becomes binding until the necessary funds have been

approved. The successful Proposer(s) will execute a contract with the District in substantial conformance with this RFP and the successful proposal.

3.2 Termination of Contract

Any contract agreed to under this RFP is subject to termination by either party upon thirty (30) days written notice. In the event of termination of the contract by the District, the District's responsibility shall be limited payment for services performed and cost incurred by the organization with the District's consent, prior to termination. In the event of termination of the contract by the organization, the organization's responsibility shall be to pay for any and all costs incurred by the District.

3.3 Services

The Mount Vernon City School District reserves the right to award a contract for any and all of the proposed services. Services will be provided to the Mount Vernon City School District on an "as-needed" basis. A contract award does not guarantee that the service will be utilized during the contract term.

The Proposer understands and agrees that services shall be provided after a purchase order has been issued by the District. The Proposer shall provide invoices for services rendered to the District on a monthly basis. Invoices shall include the corresponding purchase order. The District reserves the right to assess non-performance damages for failure to comply with this provision.

3.4 Insurance Requirements

The Insurance Requirements are noted in Appendix A.

3.5 Legal Construction

In case any one or more of the provisions contained in this Request for Proposals shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained therein.

3.6 Form of Agreement

Upon award of the contract, the Proposer agrees to enter into a formal written agreement with the 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, including the insurance requirements, 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. All contracts are subject to the review and modification of legal counsel to the District and approval by the Board of Education.

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

4. RFP PROCEDURES

4.1 Information and Documents

Questions concerning the RFP should be in writing and directed to:

Mount Vernon City School District
165 North Columbus Avenue
Mount Vernon, NY 10553
hthompson@mtvernoncsd.org
Mgaboton-swift@mtvernoncsd.org.
Tel 914-358-2372

4.2 Submission of Proposals

Respondents should submit one (1) original and two (2) copies of their proposal. Proposals must be received no later than **November 14, 2023, at 11:00 a.m.** Proposals must be addressed to:

Hillary Thompson- Purchasing Agent
Mount Vernon City School District
165 North Columbus Avenue
Mount Vernon, NY 10553

To prevent opening by unauthorized individuals, your proposal should be clearly identified on the envelope wrapper as follows:

RFP # 2023-24-14: Special Education and Related Services
DUE: November 14, 2023 at 11:00 a.m.

4.3 Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by the District at the above address prior to the date and time set for receipt of proposals.

4.4 Right to Reject Proposals

This RFP does not commit the Mount Vernon City School District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Mount Vernon City School District intends to award a contract on the basis of the best interest and advantage to the Mount Vernon City School District as a whole, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to waive any informalities, to negotiate with all qualified Proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the District to do so. The District may select as the successful Proposer that proposal which is the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets that District's requirements

whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful Proposer.

5. PROPOSAL FORMAT AND CONTENTS

5.1 Proposals to Conform To Format and Content

Proposals must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The District reserves the right to eliminate from further consideration any proposal deemed to be non-responsive to the requests for information contained herein. Proposal and any supporting information will not be returned to any Proposer. Each page should state the name of the Proposer in the upper right hand corner.

5.2 Format

All proposals are requested to include the following structure:

1. *Transmittal Letter (signed by an authorized representative)*

Provide a short (no more than three (3) pages) letter, signed by an authorized individual. The letter should identify the Proposer's point of contact for the duration of this RFP process, and should delineate that the contents of the proposal are valid for at least ninety (90) days.

2. *RFP Deviations*

Any deviations from specifications should be stated here.

3. *Proposer Qualifications*

Provide a summary that includes:

- 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 and length of its experience in providing consultancy in inclusion/co-teaching in school districts, if applicable.
- d. Describe the individuals 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 a listing and description of similar contracts awarded with other organizations giving dates of service.
- h. Provide any other information that might be beneficial to the District.
- i. Provide evidence of insurance as per the attached "Service Provider Insurance Coverage Requirements."
- j. Respond to one (1) of the following:
 - i. *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;*
 - ii. *For those providers practicing as a business corporation, identify the corporate name and the registration number on file with the NYS Department of Education;*
 - iii. *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 the NYS Department of Education; or*
 - iv. *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.*
- k. Number of institutions in New York State where the Proposer provides similar services.
- l. References for at least three school districts or institutions of similar size, preferably in Westchester County or New York State. Include the name of the district or institution, contact name, address, phone number, fax number, size of district or institution, and brief description of services provided.

4. *Price Proposal*

On the "Form of Proposal", *Appendix B*, provide your best price for meeting the needs of this Request for Proposals. Include a separate sheet detailing descriptions of all that is included for the prices noted.

This section shall include the proposed cost/rate and unit of payment (ex. per hour) to provide the related educational service(s) offered by Proposer. A rate sheet may be attached. Note: if the unit of payment is "per session," indicate the duration of the session (for comparison) or "per group" indicate the number of students. 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 any of 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 discretion, on the basis of factors other than cost, including, but not limited to, qualifications, recommendations, merit, continuity of services and experience.

5. *Appendices (if any and as appropriate)*

Include any other information you feel to be important for your proposal.

If your firm provides Special Education and Related Services in addition to the services listed in this Request for Proposals, please list those services and include appropriate pricing in hourly rates. The District, at its discretion, may award contract(s) according to the same terms as noted herein for any of the additional services.

Appendix A

Service Provider Insurance Coverage Requirements:

- I. Service Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Service Provider and District from claims set forth below for which service provider may be legally liable, whether such operations be by Service Provider or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Service Provider hereby agrees to effectuate the naming of the District as an additional insured on the provider's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
- II. The policy naming the District as an additional insured shall:
 - Purchase an insurance policy from an A.M. Best rated "secured" insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - State that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual conduct.
 - The District shall be listed as an additional insured by using endorsement CG 2026 or

equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.

- The certificate of insurance must describe the specific services provided by the Service Provider (e.g., physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy.
- At the District's request, the Service 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 Service Provider will provide a copy of the policy endorsements and forms.

III. Required Insurance:

- **Commercial General Liability Insurance**

- **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 may be completed and submitted online:

http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance**

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

- **Excess Insurance**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis. (*Higher limits may be required depending on the type and size of the agreement and services.*)

V. Service Provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The Service Provider 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.

VI. The District is self-insured. The consultant/provider further acknowledges that the procurement of such insurance as required herein is intended to benefit the District.

VII. In the event that any of the insurance coverage to be provided by Service Provider contains a deductible, Service Provider shall indemnify and hold District harmless from the payment of such deductible, which deductible shall in all circumstances remain the

sole obligation and expense of Service Provider.

- VIII. Service Provider shall provide District with evidence of the above insurance requirements upon execution of an Agreement with the District. Service Provider further acknowledges that its failure to obtain or keep current the insurance coverage required shall constitute a material breach of contract and subjects Service Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Service Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.
- IX. Prior to commencement of services, Service Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined in the Agreement between the parties.

**Appendix B
Proposal Sheet**

Name of Proposer _____

Contact Name and Title _____

Address _____

Telephone # _____ Fax # _____

Website/E Mail _____ Fed Id # _____

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 Information: _____

Type of Related Service: _____ Rate Information: _____

Type of Related Service: _____ Rate Information: _____

Type of Related Service: _____ Rate Information: _____

Type of Related Service: _____ Rate Information: _____