PELHAM UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE
314 PELHAMDALE AVENUE
PELHAM, NEW YORK 10803
PHONE 914-738-9140 FAX 914-738-2384

REQUEST FOR PROPOSAL
PUPIL PERSONNEL 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.

All contracts will be effective from the date of appointment through June 30, 2027 and may be extended annually for up to four (4) additional years subject to the approval of the Board of Education.

2. Proposal Submission

Proposals must be clearly labeled Request for Proposal – Pupil Personnel Related Services and submitted to the Pelham Union Free School District, Business Office, 314 Pelhamdale Avenue, Pelham, New York 10803, Attention: James Hricay, Assistant Superintendent for Business on or before 11:00 am prevailing time, on October 30, 2026. 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. All subsequent information regarding this Request for Proposal will be directed to those who return the Receipt Confirmation Form 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 Traci Holtz, Assistant Superintendent for Pupil Personnel Services, by fax at (914) 633-6503 or email at tholtz@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:

Psychiatric Evaluation, Consultation, Direct services
Psychological Services, Evaluation, Direct counseling services, Consultation

4. Proposals

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

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. At a minimum, please provide costs in the format provided (attached).

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. Please complete rate sheet "Schedule A" attached. An additional rate sheet may be attached if needed. 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 four (4) additional one year periods, 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 thirty (30) 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 (20pts)
b. Prior experience and length of time in business (30pts)
c. Total proposed price for the District (25pts)
d. Proposer's demonstrated capabilities (financial solvency, location, etc.) (10pts)
e. Client references (15pts)
TOTAL = 100 pts

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

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.

"SCHEDULE A" COST SUMMARY SHEET – (REQUIRED)
RFP
Pupil Personnel Related Services

Name of Provider _____

Contact Name and Title _____

Address _____

Telephone # _____ Fax # _____

Website/E Mail _____

Description of Service to be Provided	Hourly Rate	**Other Rates (if applicable)**				
		½ Hour	PER SESSION (PLEASE SPECIFY MINUTES PER SESSION)	½ Day	Daily	Annual (185 days)
Psychiatric Evaluation, Consultation, Direct services						
Psychological Services, Evaluation, Direct counseling services, Consultation						

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
314 Pelhamdale Avenue
Pelham, New York 10803
James Hricay, Assistant Superintendent for Business
(914) 738-9140, ext. 1142
Fax (914) 738-2384

RE: REQUEST FOR PROPOSAL – PUPIL PERSONNEL 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:
_____
_____
_____