

Carle Place UFSD, East Meadow UFSD, East Williston UFSD, Garden City UFSD, Glen Cove CSD, Great Neck UFSD, Herricks UFSD, Jericho UFSD, Locust Valley CSD, Malverne UFSD, Manhasset UFSD, North Shore CSD, Oyster Bay-East Norwich CSD, Plainview-Old Bethpage CSD, Port Washington UFSD, Roslyn UFSD, and Syosset CSD

COOPERATIVE REQUEST FOR PROPOSAL – SPECIAL EDUCATION RELATED EDUCATIONAL SERVICES

The Boards of Education of the Carle Place UFSD, East Meadow UFSD, East Williston UFSD, Garden City UFSD, Glen Cove CSD, Great Neck UFSD, Herricks UFSD, Jericho UFSD, Locust Valley CSD, Malverne UFSD, Manhasset UFSD, North Shore CSD, Oyster Bay-East Norwich CSD, Plainview-Old Bethpage CSD, Port Washington UFSD, Roslyn UFSD, and Syosset CSD, located in the County of Nassau have, by Resolution, authorized the submission of sealed proposals for Special Education Related Educational Services for selected students and Special Education Consulting Services to the Districts, (collectively, “Related Services”).

1. Purpose

The Districts request proposals from qualified individuals and agencies interested in providing Related Services to the Districts. All proposals will be used beginning with the 2017-2018 School Year.

Proposal Submission

Sealed proposals must be clearly labeled as “**Proposal – Special Education Related Educational Services**” and submitted to the attention of Mr. Peter Morley, Bus Mgr & Asst. Purchasing Agent Manhasset UFSD Business Office located at 200 Memorial Place, Manhasset, New York 11030 on or before 1:00 p.m. prevailing time, on **Friday, April 7, 2017**. There is no expressed or implied obligation for the Districts to reimburse responding individuals or agencies for any expenses incurred in preparing proposals. Proposals submitted after the stated time and date *will not* be considered and will be returned to the individual or agency unopened.

Questions may be directed to Peter Morley, Business Manager & Asst. Purchasing Agent at Peter_Morley@manhassetsschools.org

2. Scope of Services

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

- Aide
- Allergist / Immunologist
- Assistive Technology
- Audiologist
- Behavioral Consulting Services - BCBA Certified (Home)
- Behavioral Consulting Services - BCBA Certified (School)
- Behavioral Consulting Services - not BCBA Certified (Home)

- Behavioral Consulting Services - not BCBA Certified (School)
- Behavioral Intervention Services/Plans (Home)
- Behavioral Intervention Services/Plans (School)
- CART (Communication Access Real Time Translation)
- Consultant Teacher
- Co-teaching Consultation
- Counseling
- Evaluations - Educational
- Evaluations - Neuro-Psychological
- Evaluations - Psychiatric
- Evaluations - Psychological/Educational
- Feeding Therapy
- Functional Behavior Assessments / Behavior Intervention Plan
- Hearing Services
- Home Tutoring/Home Instruction
- Job Coaching
- Medicaid Consulting Services
- Music Therapy
- Nursing Services - LPN
- Nursing Services - RN
- Occupational Therapy
- Optometrist
- Parent Counseling & Training
- Physical Therapy
- Psychiatric Hospital
- Residency Investigations
- Resource Room
- Speech/Language Services
- STAC Consulting Services
- Staff Development and Training
- State Aid Consulting Services
- Teacher Assistant
- Transition Planning and Services
- Translation Services
- Travel Training
- Vision Services
- Vocational Training / Counseling
- Evaluations - Other (please list in comment box)

3. Proposals

Only two copies of each proposal will be accepted, one titled “ORIGINAL” and the second titled “COPY” should be submitted in a format that permits copying for review.

Each page of the proposal shall be initialed by the individual submitting the proposal on behalf of the qualified individual or agency.

All proposals must be submitted in three parts:

- Part I must consist of responses to the management and qualification items.
- Part II must consist of completed 17-18 Quotation Sheet(s).
- Signed and notarized Certification – Iran Divestment Act of 2012 form

Incomplete submissions ***will not*** be considered for award. All materials submitted in response to this request for proposal shall become the property of the Districts.

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 the proposal.
- B. Name of agency, and if applicable, whether it is registered with either the New York State Department of State or New York State Education Department.
- C. Business Address.
- D. Telephone No.
- E. Facsimile No.
- F. E-Mail Address.
- G. Provide evidence of individuals or agency's credentials and qualifications in the area(s) of Related Services to be provided.
- H. Describe the individual's or agency's experience and expertise in and capacity to perform Related Services to be provided.
- I. Identify the nature of any potential conflict of interest the individual(s) or agency might have in providing the Related Services to any of the Districts.
- J. Provide evidence of Liability Insurance and Workers' Compensation Insurance:

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, if the submitted proposal results in a contract between the District(s) and Provider, Provider hereby agrees to effectuate the naming of the District(s) as an unrestricted additional insured on the Provider'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.

The submitted proposal must include evidence of the minimum required coverage below:

- **Commercial General Liability Insurance:** \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- **Automobile Liability:** \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **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.

- **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.
- **Excess Insurance:** \$3,000,000 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.*)

The policy naming the District(s) as an additional insured shall:

- Be purchased from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- Contain a 30-day notice of cancellation.
- State that the Provider's coverage shall be primary coverage for the District(s), its Board, employees and volunteers.
- Shall list the District(s) as an additional insured by using endorsement CG 2026 or broader. 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.

The Provider agrees to indemnify the District(s) for any applicable deductibles.

Provider acknowledges that failure to obtain such insurance on behalf of the District(s) 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. The failure of the District(s) 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(s).

K. Respond to one (1) of the following:

(1) *For those providers practicing as an individual or a partnership*, list the names and license numbers of each owner as currently registered with the NYS Education Department;

(2) *For those providers practicing as a business corporation*, identify the corporate name and the registration number on file with the NYS Education Department;

(3) *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 stockholder as currently registered with the NYS Education Department; or

(4) *For those providers practicing as any other authorized legal entity*, list the names and license numbers of the members as currently registered with the NYS Education Department.

L. Attach a reference list from school districts and/or governmental entities containing the client name and address, services provided, contact person and telephone number. Please be advised that the Districts may contact any reference listed.

M. Provide any other information that might be beneficial to the Districts.

Part II – 17-18 Quotation Sheet

- A. This section shall include the proposed costs to provide the Related Services. Please use the 17-18 Quotation Sheet for this purpose. A rate sheet may be attached to the Quotation Sheet. Include any other cost and price information that may be contained in a potential agreement with the Districts.

4. Contracts

Each provider awarded a contract pursuant to this Request for Proposal will separately execute a contract with each individual District making such award, consistent with the provisions of this Request for Proposal.

5. Renewals

Providers responding to this Request for Proposal may enter into contracts with District(s) for up to three years from the initial issuance of this Request for Proposal. The 2017-2018 school year will be considered the base year upon which the two year extension period will be based. Rates on extended contracts may increase, in each subsequent year, upon negotiation with each District, but in no case shall such increase be more than the Consumer Price Index (C.P.I.) used by the New York State Education Department in setting tax levy limitations.

6. Termination of Contract

Any contract agreed to under this Request for Proposal is subject to termination by either party with sixty (60) days written notice. In the event of termination of the contract, the contracting District's responsibility shall be to pay for unpaid services performed and authorized by the District.

7. Right to Reject Proposals:

The Districts reserve the right to reject any and all proposals, or any part thereof, received in response to this Request for Proposal, and reserves the right to waive formalities, to request additional information from any proposers, and to award and negotiate the terms of the contract with one or more proposers.

8. Award

The decision to award a contract for Related Services shall be based on a variety of criteria, including but not limited to: the ability of the Provider to provide quality services and to comply with all applicable laws, rules and regulations; qualifications of the Providers proposed staff; financial stability of the Provider; prior experience; demonstrated competence/knowledge; specialized expertise/skills; reputation/references; proposed technical strategies/methodologies in a special circumstance; and the ability to offer a fair and reasonable fee that is consistent with prevailing market conditions.

The District(s) intend to select Providers that, in its opinion, best meet the District(s) needs. The following factors will be considered when determining the specific Provider(s) to provide Related Services for student(s)/Districts.

- Flexibility and responsiveness of a Provider in providing services in a timely manner
- Ability of the Provider to meet the student's/Districts schedule
- Provider's knowledge of the service required and his/her knowledge of the District(s) programs
- Capacity of Provider
- Provider's expertise and training in a specific methodology needed to meet the needs of the students/Districts
- Sensitivity to a Provider's history with a specific student/District

Additional criteria may be used as appropriate to the circumstance or Related Service to be provided. Based on the award criteria, the District(s) may, but will not necessarily choose the Provider with the lowest proposed fee per related service. Any award of contract will be based on the sole discretion of the District(s).

IRAN DIVESTMENT ACT COMPLIANCE RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section 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 or services are necessary for the District to perform its functions and that, absent an exemption, the District 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.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized – Submit with bid)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, 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 response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should District receive information that a person is in violation of the above-referenced certification, 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 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.

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, 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.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2017

Notary Signature: _____ Date: _____