

**POUGHKEEPSIE CITY SCHOOL
DISTRICT
18 SOUTH PERRY STREET
POUGHKEEPSIE, NY 12601**

**RFP#11222024
REQUEST FOR PROPOSAL FOR
EVALUATION OF THE SPECIAL EDUCATION PROGRAM**

**DUE: NOVEMBER 22, 2024 -- 11:00 AM
Attention: District Purchasing Agent**

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

The Poughkeepsie City School District (PCSD) invites firms to submit proposals to conduct a comprehensive evaluation of its Special Education Program.

Questions and notice of interest (Appendix 1) related to this RFP should be submitted in writing to the District's Purchasing Agent, at Purchasing@poughkeepsieschools.org no later than 4:00 PM Tuesday, November 19, 2024. Specify "RFP for "Evaluation of the Special Education Program" in the subject line.

Responses to all questions received will be addressed at the virtual Pre-Proposal Conference, on Tuesday, November 19, 2024, at 2:00 PM, then posted to the school district's website on Thursday, November 21, 2024. The purpose of this conference is to allow interested firms an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Each firm must have a representative at the pre-proposal conference to qualify.

Interested firms are invited to submit one original signed proposal and five (5) separate digital copies (individual flash drives) in PDF format. The proposal shall be made in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered, no later than 11:00 AM, ET, on Friday, November 22, 2024, to the district address above:

The sealed envelope shall be marked on the outside lower left corner with the words "Evaluation of the Special Education Program." It is the Proposer's sole responsibility to ensure that the proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline. Firms are responsible for checking the website periodically for any updates or revisions to the RFP.

Tentative Timeline

October 31, 2024	RFP advertised on District Legal Newspaper and District Website
November 19, 2024	Pre-Proposal Conference at 2:00PM
November 21, 2024	Pre-Proposal Q&A Posted on District Website
November 22, 2024	Deadline for Submittal of Proposals 11:00 AM, ET
November 29, 2024	Administrative Review
December 2, 2024	Evaluation of Proposals
December 06, 2024	Recommendation to the PCSD Board of Education

1.0 INTRODUCTION

The Poughkeepsie City School District (PCSD) invites qualified evaluation firms to submit a proposal for conducting a comprehensive review and evaluation of its Special Education structure, processes, programs, and services aimed at addressing the needs of its students with disabilities. The successful firm shall meet the terms and conditions set forth in accordance with the instructions of this solicitation and within the timeframe specified.

The PCSD serves approximately 4,100 students in 7 schools, PreK-12. It is one of the most integrated and diverse education systems in the state of New York. Over 84% of the students are deemed to be Economically Disadvantaged; 15% are English learners; and approximately 20% receive special education services. The school district is committed to providing equitable access to high-quality and rigorous instructional programs that equip its students with disabilities with college and/or career options, so they are poised to create a productive future when they graduate or transition from its school system. To this end the school district provides a Free and Appropriate Education within the Least Restrictive Environment (LRE) in compliance with both state and federal mandates, while meeting the specialized needs of its students so that they may access the curriculum and experience success. In conjunction, the school district monitors the student's progress to ensure the achievement of their IEP goals.

This vision is reflected in the planned program of instructional, social, behavioral, and related services being rendered to address the unique needs of the students. The Students With Exceptionalities Department provides a network of support to staff, students, and families that eliminates obstacles, facilitates instruction, and enables students to succeed as individuals within the learning environment. Through instructional leadership, curriculum development, program evaluation, professional learning, and support for alternative placement, the department ensures that all program areas in schools are fully supported and able to comply with fiscal, legal, and personnel requirements.

A critical component of the school district's pathway to excellence in learning is a focus on results. This underscores its position that student achievement is the hallmark of school improvement. With a commitment to continuous improvement, the school district is motivated to learn about the effectiveness of the Special Education Program, to include but not limited to the quality of the IEPs, the fidelity of IEP implementation, program continuum of services, referral and evaluation processes, use of evidence-based instructional practices, professional learning, the adequacy of human capital resources, and the ability and effectiveness of engaging with stakeholders.

The Poughkeepsie City School District expects the successful firm to provide recommendations addressing systems, structures, processes, practices, and accountability after a thorough review and evaluation of the special education program over a seven-month period (December 2024 – June 2025). These recommendations should be:

- action-oriented
- both long- and short-term
- in service to improved efficiency and effectiveness of services
- grounded in research and reflect evidence-based practices

2.0 SCOPE OF WORK

2.1 Review of extant data

- Student performance
- Special education identification and placement
- Staffing
 - Use of special education facilitators
 - Efficacy of staff: administrators, teachers, & support
- Special education continuum

2.2 Records review

- Policy and procedural documents
- Professional learning offerings
- Fiscal allocations – leveraging special education funding

2.3 IEP process and implementation review

- CSE meetings observations
- IEP audits
- Implementation of IEP

2.4 Collecting and analyzing stakeholder feedback

- Parent, staff, and student surveys
- Focus groups

3.0 REQUIRED TASKS

3.1 To achieve the main goals outlined in 2.0 Scope of Work, the comprehensive evaluation must incorporate and answer the following key questions:

1. How and to what extent does the design, structure and established processes of PCSD's educational services meet the needs of students with disabilities? To what degree are special education services at schools implemented with fidelity? To what degree is the effectiveness of the processes continuously monitored?
 - a. What design, structure and processes does PCSD utilize to provide special education services to students with disabilities? Are the current design, structure and processes effective?
 - b. How does PCSD evaluate and identify students who may require special education services? To what extent is the referral and eligibility determination process, including local screening, working in terms of identifying students with disabilities? For example, is the period between the time of referral and service eligibility status determination reasonable?
 - c. How effective is Child Find and Early Childhood Special Education Services at identifying young children suspected of having a disability and providing families with access to services?
 - d. How does PCSD ensure that the needs of special education students are included in the planning and implementation of new programs and services?
 - e. What processes are in place to support the individual educational needs of students with disabilities? What data and resources are used to develop the instructional goals, special education service hours, and accommodations required?
 - f. To what extent do IEPs identify specific needs, services, and accommodations that

- are aligned to the needs of students with disabilities identified by the individual assessments?
- g. What processes and support are in place to facilitate seamless transitions between grade levels and into post-secondary opportunities?
 - h. To what extent do IEPs provide evidence that all identified services, accommodations, and/or goals were received by the students?
 - i. To what extent is the IEP reevaluation process being implemented?
2. How and to what extent are the human capital resources assigned to special education students, the qualification of the staff, and the level of professional learning received by them adequate?
 - a. How effective is PCSD in recruiting, hiring, and retaining qualified and effective staff servicing students with disabilities, including teachers, teaching assistants, aides, and administrators?
 - b. How do PCSD's caseloads (number of students) and workloads (intensity of services per student) compare to similarly situated districts and those in nearby proximity to PCSD?
 - c. How efficiently and consistently does PCSD allocate staffing to meet the needs of its population of students with disabilities?
 - d. To what extent does the professional learning PCSD offers adequately prepare and continually support school staff, including teachers, teaching assistants and aides, and administrators, to provide consistent services to students with disabilities?
 - e. How effective is the support from central office personnel in providing leadership, guidance, and resources to staff servicing students with disabilities?
 3. To what extent does the implementation of special education services at schools align with evidence-based practices?
 - a. To what extent do the instructional delivery models demonstrate evidence-based practices?
 - b. How and to what extent do schools utilize multi-tiered system of support (MTSS) framework to identify all students who require support and document any necessary interventions or remediation using monitoring systems?
 - c. To what extent does the continuum of services offered by PCSD for students with disabilities address the needs of students? How do these services compare to other districts across the state of New York?
 4. How and to what extent are PCSD's communication strategies to keep stakeholders informed about services for students with disabilities effective?
 - a. How effective are communication efforts in reaching targeted audiences with pertinent information (district to school, school to district, district to parent, school to parent, teacher to teacher, case manager to case manager at transition points, etc.)?
 - b. To what extent are families and community members kept informed about services for students with disabilities?
 5. Several data sources will be required to complete the comprehensive review of special education services for students with disabilities:
 - a. Data and Document Analysis – Analyze special education population trends, programs, student performance data from both students with and without

- disabilities, and staffing data, etc., by reviewing documents related to district and school programs, policies and practices related to special education, NYSED reports, measures concerning accountability, and other documents deemed necessary.
- b. Surveys, Focus Groups and/or Interviews – Engage stakeholders via surveys, focus groups and/or empathy interviews to collect qualitative and quantitative data.
 - c. Classroom Observations – Observe teaching and implementation of related services across the continuum of services (integrated co-teaching settings, resource room, consultant teacher, etc.) in elementary, middle, and high schools.
 - d. Research and Evidence-based Practices – Identify the use of evidence-based practices in special education programs within PCSD schools.
6. Additional Questions:
- a. Are the lines of communication (Executive Director, Assistant Superintendent, Superintendent, Board of Education) and decision making identified in resolving challenges?
 - b. To what extent is there communication/follow through, when a student is brought before the CSE and not identified? Is there a plan for current interventions (Tier 1, Tier 2) to be reevaluated?
 - c. What is the process in budget development to proactively address the allocation of resources in the Students with Exceptionalities Department?
 - d. What is the defined relationship between Multi-Tiered Systems of Support and access to Academic Intervention Services for students with disabilities?
 - e. What availability is there to have access to general education curriculum? Is there designated funding to ensure students with disabilities have access to general education materials?
 - f. How are students with disabilities included with general education students in learning and activities?

3.2 Preliminary Work Plan

Interested firms must present a progression of task completion that outlines how the proposed scope of work will fit within the timeframe of December 2024 – June 2025 and yield a comprehensive report. The technical narrative should address separately each of the tasks described, and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the firm that substantially differs from the project scope as described.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables. Special notation should be made for challenges due to COVID-19 or other national health crisis to accomplish the stated goals and deliverables.

3.3 Description of Expected Activities and Products/Deliverables

Deliverables	<p>The deliverables consist of:</p> <ol style="list-style-type: none"> 1. Evaluation report on findings and recommendations based on the comprehensive review of policies, procedures, and practices related to special education. 2. Presentation (e.g., PowerPoint) of report highlights to share with PCSD Leadership Team and Board of Education. <p>Additional related deliverables pertaining to the scope will be added later, if required.</p>													
Timeline	<p>The due dates to complete the following activity/deliverable products will be determined, upon mutual agreement between PCSD and the selected firm. The firm must propose a preliminary timeline as stated in Sub-Section 3.4, Preliminary Work Plan.</p> <table border="1" data-bbox="448 621 1419 980"> <thead> <tr> <th data-bbox="448 621 1045 688">Activity/Deliverable</th> <th data-bbox="1052 621 1419 688">Due Date (Will be mutually agreed upon)</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 697 1045 764">1. Meet to discuss the scope and segment of the work</td> <td data-bbox="1052 697 1419 764"></td> </tr> <tr> <td data-bbox="448 772 1045 837">2. Review PCSD-provided data related to special education</td> <td data-bbox="1052 772 1419 837"></td> </tr> <tr> <td data-bbox="448 846 1045 877">3. Request additional data, if warranted</td> <td data-bbox="1052 846 1419 877"></td> </tr> <tr> <td data-bbox="448 886 1045 951">4. Submit preliminary findings and recommendations</td> <td data-bbox="1052 886 1419 951"></td> </tr> <tr> <td data-bbox="448 959 1045 980">5. Participate in a Zoom session to answer</td> <td data-bbox="1052 959 1419 980"></td> </tr> </tbody> </table>		Activity/Deliverable	Due Date (Will be mutually agreed upon)	1. Meet to discuss the scope and segment of the work		2. Review PCSD-provided data related to special education		3. Request additional data, if warranted		4. Submit preliminary findings and recommendations		5. Participate in a Zoom session to answer	
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4.0 MINIMUM QUALIFICATIONS

The following are the minimum qualifications an interested firm must meet or exceed, at the time of submission, in order for PCSD to accept a proposal as responsive. Each firm must address how it meets each of the below minimum qualifications when submitting its proposal. If a firm fails to respond to each qualification, or if PCSD determines from the response that a firm does not meet any one of the minimum qualifications, its proposal may be deemed non-responsive and disqualified from further consideration.

Each firm must provide information that documents the past history of relevant special education and project management expertise, and a minimum of two (2) references which will enable the evaluation committee to be satisfied as to the firm’s qualifications. Failure to qualify according to the foregoing requirements will justify rejection by PCSD of a proposal of the respective firm.

A minimum of three (3) years of relevant experience is required in providing the services and/or

items requested by this RFP. Each firm shall expand on all experience in working with a PreK-12 public school similar to PCSD or those in the state of New York.

5.0 EVALUATION CRITERIA

A team of PCSD staff will evaluate the proposals based on each firm’s ability to meet the performance requirements outlined within this RFP. This section provides a description of the criteria that will be used by the team for evaluation.

To be deemed responsive, it is important for each firm to provide appropriate details that demonstrate satisfaction of each required deliverable and compliance with the performance provisions outlined in this RFP. Proposals must contain information specifically related to the proposed scope of work and required tasks as specifically requested herein. **Failure of any firm to submit requested information may result in the elimination of the proposal from further evaluation.** The school district has the right to reject any and all proposals if, in its opinion, the best interest of the school district will thereby be promoted. Criteria for evaluations will include the following:

	Category	Weight
1	Preliminary Work Plan	30%
2	Ability to Address Required Tasks	30%
3	Qualifications & Experience	25%
4	Pricing	15%

**REQUEST FOR PROPOSALS #11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM**

GENERAL INFORMATION AND CONDITIONS

1. Proposals must be presented in a sealed, opaque envelope addressed as follows:

Margarita Lekaj - Purchasing Agent
Poughkeepsie City School District
18 South Perry Street
Poughkeepsie, NY 12601

EVALUATION OF THE SPECIAL EDUCATION PROGRAM

2. Proposals will be received **NOVEMBER 22, 2024 11:00 AM**. The Poughkeepsie City School District (the "District") will not reimburse responding persons or entities for any expenses incurred in preparing, clarifying and/or negotiating proposals submitted in response to this request.
3. During the evaluation process, the District reserves the right, where it may serve the District, to request additional information or clarifications from proposers, or to allow corrections or omissions. At the discretion of the District, proposers may be requested to make oral presentations or to attend a meeting or interview as part of the evaluation process. Proposers will not be paid or reimbursed for any time spent or expenses incurred in making a presentation or attending any meeting or interview as part of the evaluation process.
4. The Poughkeepsie City School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal was selected. Submission of a proposal indicates acceptance of the conditions contained in this Request for Proposal ("RFP"), unless clearly and specifically noted in the resulting contract between the District and the selected proposer(s).
5. Proposals must include one (1) original/hardcopy, and five (5) electronic copies via USB with the subject line stating "**RFP – EVALUATION OF THE SPECIAL EDUCATION PROGRAM**"
6. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and numbers. In a case of discrepancy between the two, the amount written in words will govern. Prices and information required, except signature of the proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be handwritten in ink. Facsimile, printed, or typewritten signatures are not acceptable.

7. A proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to bind the proposer to a contract. All required signatures shall be handwritten in ink with the full name of the person executing same. Initials, stamps, photocopies or other copies, or company names may not be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of Proposal. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.
8. All information received in response to this RFP shall become the property of the District. All proposals may be made available upon request pursuant to the Freedom of Information Law ("FOIL") for public inspection, except to the extent that certain personally identifiable information may be redacted as an invasion of personal privacy or the proposer has designated and the District concurs that certain information constitutes a trade secret or other proprietary information or data. If a proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.
9. Upon selection, the terms of the General Information and Conditions, the Specifications and the selected proposal will become incorporated into and form a part of the contract between the District and the selected proposer(s). The form of contract that the District intends to use is included in Appendix 11 and any exception to any provision in the attached form of contract (See Appendix 11) or requested deviation therefrom (addition, deletion, modification) must be submitted with the proposal with the specific language for the proposed revision or addition stated. The final contract form may only be modified by the District in its sole discretion and will be subject to the approval of the Board of Education of the Poughkeepsie City School District.
10. This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to contract for services. The District intends to award on the basis of the best interest and advantage to the District. **THE DISTRICT'S BOARD OF EDUCATION RESERVES THE RIGHT TO REQUEST CLARIFICATIONS OR CORRECTIONS TO PROPOSALS RECEIVED, TO ACCEPT OR REJECT ANY OR ALL PROPOSALS RECEIVED AS A RESULT OF THIS RFP, TO NEGOTIATE WITH ALL QUALIFIED PROPOSERS, TO WAIVE WHAT IT DEEMS TO BE AN INFORMALITY IN THE RFP PROCESS, TO WAIVE WHAT IT DEEMS TO BE TECHNICAL DEFECTS, IRREGULARITIES AND/OR OMISSIONS RELATING TO A SPECIFIC PROPOSAL, TO RE-ADVERTISE AND SOLICIT ADDITIONAL PROPOSALS, TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL FROM MORE THAN ONE PROPOSER OR TO CANCEL THIS RFP IN PART OR IN ITS ENTIRETY, AS IN THE BOARD OF EDUCATION'S JUDGEMENT IS IN THE BEST INTEREST OF THE DISTRICT.** The District may select the proposal which, in the District's sole discretion and with whatever modifications the District and the proposer may mutually agree upon. 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(s) that is selected.

11. All proposals received after the time stated in the Public Notice, as modified by any Addenda, will not be considered. The proposer assumes the risk of any delay in the mail or by means of personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified.
12. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required to satisfactorily comply with the requirements of this RFP, which are included in the General Information and Conditions and the Specifications.
13. The selected proposer(s) must agree to the following Non-Discrimination Clause:
 - a. Services provided pursuant to the resulting contract shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
 - b. In hiring of employees for the performance of the services required by the resulting contract, the selected proposer shall not discriminate against any person who is qualified and available to perform such services by reason of such person's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. All solicitations or advancements for employees placed by or on behalf of the selected proposer will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin.
 - c. The selected proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such employee's race, creed, color, sex, sexual orientation, gender identity, age, disability, religion, marital status, military status domestic violence victim status, predisposing genetic characteristics or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The selected proposer will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - d. The selected proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the

selected proposer's legal duty to furnish information.

- e. The selected proposer will send to each labor union or representative of workers with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the selected proposer's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The selected proposer will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
- g. The selected proposer will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to his/her/its books, records, and accounts by the District and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- h. The selected proposer's noncompliance with the nondiscrimination clauses of the resulting contract may cause the resulting contract to be cancelled, terminated, or suspended in whole or in part and the selected proposer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.
- i. The selected proposer will be required to include all of these nondiscrimination clauses in any subcontract or purchase order issued with respect to the resulting contract (to the extent the subcontract is consented to by the District) unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The selected proposer will also be required to take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the selected proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the selected proposer may request the United States to enter into such litigation to protect the interests of the United States.

14. To the extent the selected proposer needs to purchase supplies or contract with suppliers to fulfill its obligations under the resulting contract, the selected proposer will make commercially reasonable good faith efforts to utilize suppliers that are certified minority and women-owned business enterprises ("MWBEs"). To the extent subcontracting is needed and permitted by the District, the selected proposer will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs. The selected proposer shall retain documentation of these good faith efforts to be provided upon request to the District, New York State, and/or an agency or department of the

United States government. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses, MWBEs on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the District); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses, MWBEs; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors. Documentation of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) written explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) written explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

15. The selected proposer will be required to 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 the selected proposer and the District from claims for which the selected proposer may be legally liable, whether such operations be by the selected proposer or by anyone directly or indirectly employed by any of the selected proposer, or by anyone for whose acts the selected proposer may be liable. The selected proposer(s) hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the selected proposer(s)'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 resulting contract.
16. The policy naming the District as an additional insured shall:
 - a. Be issued by an A.M. Best A+ rated insurer, authorized to conduct business in New York State; and
 - b. State that the proposer's coverage shall be primary and non-contributory coverage for the District, its Board of Education, officers, employees, and volunteers.
17. The District shall be listed as an additional insured by using endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with the District. The certificate must state what endorsement is being used and a copy of the endorsement shall be attached to the certificate of insurance. The certificate of insurance must describe the services provided by the selected proposer that are covered by the liability policies.
18. The selected proposer(s) agrees to indemnify the District for any applicable insurance policy deductibles or self-insured retentions.
19. Required Insurance for the selected proposer shall be the following unless otherwise authorized by the Board of Education or Assistant Superintendent for Business for good cause shown:
 - a. **Commercial General Liability**
\$1,000,000 per occurrence/\$2,000,000 aggregate with no exclusions for athletic participants and with proof of coverage for sexual misconduct no less than \$1,000,000.
 - b. **Worker's Compensation and N.Y.S. Disability**

Statutory Workers' Compensation (C105.2 or U-26.3), Employers' Liability and N.Y.S. Disability Benefits (DB-120.1) 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 proof of Workers' Compensation Insurance of Disability Benefits Insurance. A person claiming an exemption from Workers' Compensation Insurance must file a CE-200 form with the state and provided a copy of such form to the District.

c. Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/\$2,000,000 per aggregate for the professional acts of the selected proposer(s) performed under the resulting contract for the District. If written on a "claims- made" basis, the retroactive date must pre-date the inception of the resulting contract. Coverage shall remain in effect for two years following the completion of the professional acts of the selected proposer(s) performed under the resulting contract.

d. Umbrella/Excess Insurance

\$3,000,000 each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Commercial General Liability and Professional Liability coverage.

e. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

20. The selected proposer(s) acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the resulting contract. The selected proposer(s) 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 of insurance(s) or the absence of same shall not be deemed a waiver of any rights held by the District. At the District's request, the selected proposer(s) shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. At the District's request, the selected proposer(s) also will provide a copy of the policy endorsements and forms.
21. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The proposers understand and acknowledge that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.
22. This contract, if any, awarded as a result of this solicitation may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to the selected proposer for services rendered. The selected proposer will not incur any additional expenses upon receipt of the District's notification that the selected proposer's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the District must be completed by the selected proposer within thirty (30) days of the termination date. The contract awarded

as a result of this solicitation may be terminated by the District in the event of a material breach by the selected proposer, upon three (3) days' written notice from the District. In the event of such termination, the District shall only pay the selected proposer for services provided prior to the termination in full compliance with the resulting contract and shall deduct from such sums (and if such sums are insufficient, the selected proposer shall pay to the District the additional sums required to compensate the District for) any costs and damages incurred by the District as a result of the material breach(es) of the resulting contract by the selected proposer,, including but not limited to the increased costs incurred by the District to secure replacement services.

23. The District is soliciting the services of qualified firms or individuals to perform EVALUATION OF THE SPECIAL EDUCATION PROGRAM for the fiscal year ending June 30, 2025. With the option to perform similar services for each of the four subsequent fiscal years. The resulting contract is subject to the annual review and recommendation of the Assistant Superintendent of Curriculum and Instruction and final award by the Board of Education. In no case shall the proposal be written to provide or be awarded for fiscal years after June 30, 2026. These services are to be performed in accordance with the provisions contained in this RFP
24. The selected proposer(s) may not engage subcontractors, hire others to perform all or part of the resulting contract, nor otherwise delegate the selected proposer(s)'s obligations to perform under the resulting contract without the express written consent of the District's Administration.
25. Proposals will provide, along with the completed proposal package, evidence demonstrating an ability to provide the requested services, including, a list of at least three (3) school districts, which they have served and a summary of their experience over the past three (3) years of successful completion of the services required herein.
26. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. Exemption certificates, if required, will be furnished on forms provided by the proposer.
27. Selected proposer(s) understands that in performing the resulting contract he/she/it and its owners, operators, officers, directors, employees, agents and subcontractors may have access to confidential information in possession of the District, including, but not limited to personally identifiable data and/or information concerning students, employees, student families, and information regarding sensitive, confidential or internal District matters. The selected proposer(s) agrees the terms used shall have the same meanings as those found in New York Education Law Section 2-d(1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined in the resulting contract. For purposes of the resulting contract, the selected proposer(s) agrees that the definition of Confidential Information includes all documentary, electronic and oral information made know to the selected proposer(s) and its owners, operators, officers, directors, employees, agents and subcontractors through any activity related to the resulting contract and such Confidential Information shall not be disclosed to any third-party without the express prior written permission of the District. The selected proposer(s) understands that any unauthorized disclosure,

publication and/or communication of such Confidential Information shall be considered a breach of the resulting contract and the Data Security and Privacy Plan that will be an Addendum to and attached to the resulting contract. The selected proposer(s) agrees that if he/she/it receives a subpoena to divulge Confidential Information, he/she/it shall notify the District prior to divulging the same. The selected proposer(s) understand and acknowledge that the parents and/or guardians of students attending the District have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by the selected proposer(s). The selected proposer(s) further agrees that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of the resulting contract.

31. NON-EXCLUSION FROM PROGRAM PARTICIPATION:

- a. Proposer represents and warrants that it, its employees, subcontracts and/or its agents are not excluded from participation, and are not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.
- b. In the event proposer or any of its employees, subcontractors or agents providing services to the District under this Agreement is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of the resulting contract, the selected proposer will notify the District in writing within three (3) business days after such event. Upon the occurrence of such event, whether or not such notice is given, the District reserves the right to immediately terminate the resulting contract.
- c. Any employee, subcontractors or agent of the selected proposer found to be ineligible to participate in any such program during the term of the resulting contract will immediately cease services and be replaced with an eligible individual.

32. The selected proposer(s) acknowledges and agrees that if the selected proposer will have unsupervised direct contact with students and/or will provide services in a District school on more than five (5) days, the selected proposer and its employees will be required to be fingerprinted and have a criminal history record check completed as required by the Education Law of the State of New York. The selected proposer(s) agrees to cooperate with the District to obtain fingerprint and criminal record check clearances from NYSED and to complete any and all necessary forms or procedures, all at no cost or expense to the District.

33. By submitting a proposal, each proposer understands and agrees that, if selected, it will be responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including but not limited to the New York State Safe Schools Against Violence in Education (SAVE) legislation, the Federal Family Educational Rights and Privacy Act ("FERPA") and Section 2-d of the New York State Education Law (which concerns privacy and security of students, teacher and principal data). In addition, the selected proposer must adhere to all requirements and protocols as established by the District and the State Education Department of New York applicable to the services to be provided.

- a. The selected proposer shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, by filing the required certification that it will not and has not

- used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the selected proposer must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
- b. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401, et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq.
 - c. The selected proposer must comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The selected proposer shall agree to fully indemnify, protect, defend, and hold harmless the District, its Board of Education, officers, agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the services to be performed under the resulting contract.
 - d. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
 - e. To the extent applicable to the services to be provided and/or the materials to be supplied, the selected proposer must comply with the requirements of 37 CFR Part 401, entitled "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and the Standard Patent Right Clauses contained in 37 CFR Section 401.14 will be incorporated by reference and deemed a part of the resulting contract.

END OF SECTION

REQUEST FOR PROPOSALS # 11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 1: NOTICE OF INTEREST
PLEASE PRINT

Request for Proposal (“RFP”) – **EVALUATION OF THE SPECIAL EDUCATION PROGRAM**

Please complete and return this confirmation by November 19, 2024 to:

Margarita Lekaj
Purchasing Agent
Poughkeepsie City School District
18 S Perry Street
Poughkeepsie, NY 12601
E-Mail: puchasing@poughkeesieschools.org

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

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____

E-Mail Address: _____

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:

**REQUEST FOR PROPOSALS #11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX : 2 FORM OF PROPOSAL
RECEIPT OF SPECIFICATIONS**

Company Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Cell Phone: _____ E-mail: _____

The undersigned hereby declares that it is in receipt of a copy of the specifications for this RFP; has carefully examined this RFP document and specifications and related documents, all Addenda thereto, and that it has attended all pre-proposal meetings and location walkthrough activities, if applicable, has asked and had answered to its satisfaction, all items of question and has a full understanding of the RFP specification and further understands that in submitting this Proposal it waives all rights to plead any misunderstanding or ambiguities regarding the nature and scope of services and/or materials to be provided.

The undersigned further understands and agrees that it is to furnish and provide all necessary services and other items of whatever nature required and to do and perform all the work necessary under the contract, to complete the work in accordance with the specifications and any addenda thereto.

REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 3: AFFIDAVIT
THIS FORM MUST BE SIGNED AND NOTARIZED

_____, being duly sworn, deposes and says, that as an Owner/operator of: _____: I hereby represent to the Poughkeepsie City School District that (check any that apply)

- _____ (A) The criminal history check will reveal that the owners/officers of this corporation have no criminal history.
- _____ (B) The criminal history check will indicate that any of the owners/officers have been convicted of a misdemeanor or felony that was not expunged or sealed.
- _____ (C) The corporation and or officers/owners have not had any lawsuits filed against them
- _____ (D) The corporation and or officers/owners have pending lawsuits filed against them

If B is checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) of conviction(s); for what misdemeanor(s) or felony(ies) the owners/officers were convicted; the jurisdiction(s) by which the owners/officers were convicted (attach additional sheets, if needed).

If either or both of C or D are checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) the lawsuit(s) was filed; the reason for the lawsuit(s); the jurisdiction(s) where the lawsuit(s) was filed and the outcome(s) of the lawsuit(s) (attach additional sheets if needed).

I understand that my completion and submission of this Affidavit is just one part of the proposal process. I certify that my statements in this Affidavit and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this proposal, (B) revoke any award of contract from the Board of Education; and/or (C) terminate the resulting contract and any fees pending.

Subscribed and sworn to before me
this _____ day of _____, _____

(Person, Firm, or Corporation)

Notary Public

Authorized Signature

**REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 4: CONFLICT OF INTEREST CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED**

Name of Proposer _____

Business Address _____

Telephone Number _____

Date of Proposal _____

The proposer above mentioned declares and certifies:

- First That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.
- Second That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third That no member of the Board of Education of the Poughkeepsie City School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
- Fourth That said proposer has carefully examined the instructions, General Information and Conditions, Appendices, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.
- Fifth That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.
- Sixth The following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this _____ day of _____, _____

(Person, Firm, or Corporation)

Notary Public

Authorized Signature

REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 5: NON-COLLUSIVE PROPOSAL CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

Pursuant to Section 103-D of New York State General Municipal Law, every proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive proposals are 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 proposer, and affirmed by such proposer as true under the penalties of perjury:

- a) By submission of this proposal, each proposer and each person signing on behalf of any proposer 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 knowledge and belief:
 - 1) The prices in this proposal 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 proposer or with any competitor, or potential competitor.
 - 2) Unless otherwise required by law, the prices which have been quoted on this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor or potential competitor, and
 - 3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

- b) Any proposal made by a corporate proposer shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the including therein of the certificate as to non-collusion as the act and deed of the corporation.

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the instructions, General Information and Conditions, Appendices and Specifications and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the materials, supplies, apparatus, goods, service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal the Poughkeepsie City School District may terminate the resulting contract as set forth in the General Information and Conditions of the Request for Proposal; that the proposer agrees to comply with applicable New York State labor laws and other applicable state and federal laws.

Subscribed and sworn to before me

this day of, ____ ____
(Person, Firm, or Corporation)

Notary Public
Commission Expires _____

(Authorized Signature)

REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 6: HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that the proposer agrees to hold harmless and indemnify the Poughkeepsie City School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

Any injury to person or property sustained by the proposer, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the proposer upon or in connection with the performance of the resulting contract.

However caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected proposer, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the proposer upon or in connection with performance under the resulting contract.

The assumption or indemnity, liability, and loss hereunder shall survive proposer's completion of service or other performance hereunder and any termination of the resulting contract.

The proposer at its own expense and risk shall defend any such legal proceedings that may be brought against the District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand, and shall satisfy any judgment that may be rendered against the District, its Board of Education, or any officers, agents, servants, or employees.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that proposer may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the proposer.

Subscribed and sworn to before me

this day of _____,

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 7: SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that (Name of Individual Signing this Certification)

I am the _____ of the _____ (Title/Position of Signer)
(Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this _____ day of _____, 2024

Notary Public

**REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 8
PROPOSER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S
SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____ (Title/Position of
Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, under penalty of perjury, that the above-named proposer is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this _____ day of _____, 2024

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Proposer completes only portion of the form above this line. The portion of this form below this line will be completed by Poughkeepsie City School District employee requesting new or updated vendor information.

Print Poughkeepsie City School District Employee Name and Title:

Date reviewed U.S. Government's SAM's Exclusion List:

Proposer Name: _____

Check the one that applies:

_____ Proposer was NOT included on U.S. Government's SAM's Exclusion

_____ Proposer was included on U.S. Government's SAM's Exclusion List

REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 9: PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with all laws and regulations of the State of New York. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy for at least the amount of coverage required in the attached Request for Proposal (“RFP”) for the willful or negligent acts, or omissions of any of its owners, operators, directors, officers, employees or agents.

- B. Proposer warrants that it will not delegate or subcontract its responsibilities under the contract resulting from the attached RFP without the express prior written permission of the Poughkeepsie City School District.

- C. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

- D. Proposer warrants he/she/it has read and understands all General Information and Conditions, Appendices, Specifications, terms and conditions and requirements of the attached RFP.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 10: FORM OF PROPOSAL---BUDGET

The proposal shall include a detailed budget that reflects the time and deliverables for each component of the project

REQUEST FOR PROPOSALS#11222024
EVALUATION OF THE SPECIAL EDUCATION PROGRAM
APPENDIX 11: SAMPLE OF AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2024 by and between POUGHKEEISE CITY SCHOOL DISTRICT (hereinafter referred to as "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 18 South Perry Street, New York 12601, and _____ (hereinafter referred to as "CONSULTANT"), as the party of the second part, having its principal place of business for purposes of this Agreement at _____.

WITNESSETH:

WHEREAS, CONSULTANT is in the business of _____; and

WHEREAS, SCHOOL DISTRICT desires that CONSULTANT provide said services to it as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period December, 2024 to June 30, 2025, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:**
3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by CONSULTANT to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay CONSULTANT .
4. **INVOICE DUE ON MONTHLY BASIS:** CONSULTANT will submit an invoice for services rendered on a monthly basis, and payment to CONSULTANT shall be made within sixty (60) days from receipt of invoice from CONSULTANT. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give CONSULTANT notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT's rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
5. **INDEPENDENT CONTRACTOR:** All employees of CONSULTANT shall be deemed employees of CONSULTANT for all purposes and CONSULTANT alone shall be responsible for their work, personal conduct, direction, and compensation. CONSULTANT acknowledges that it will not hold itself, its employees and/or agents out as employees of SCHOOL DISTRICT. CONSULTANT is

retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. CONSULTANT shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, CONSULTANT, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. CONSULTANT agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. CONSULTANT shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. CONSULTANT shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF CONSULTANT:** CONSULTANT shall be responsible for all costs and expenses incurred by CONSULTANT that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT's costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by CONSULTANT in performing services for SCHOOL DISTRICT.

7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to CONSULTANT under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. CONSULTANT agrees that any tax obligation of CONSULTANT arising from the payments made under this Agreement will be CONSULTANT's sole responsibility. CONSULTANT will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.

8. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services to be performed pursuant to this Agreement.

9. **COMPLIANCE WITH LAW:** CONSULTANT understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. CONSULTANT shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York applicable to the services to be provided hereunder. CONSULTANT further agrees and understands that all individuals providing services under this Agreement who will have direct contact with students 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 SCHOOL DISTRICT. Appropriate written proof of such clearance shall be provided to SCHOOL DISTRICT prior to such individuals providing services to SCHOOL DISTRICT. In the event that CONSULTANT utilizes an individual who is required to and who has not obtained

fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

10. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, CONSULTANT, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT's administrators and employees.

11. **PHOTO I.D.:** CONSULTANT shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to SCHOOL DISTRICT.

12. **TERMINATION:**

- a. This Agreement may be terminated by the SCHOOL DISTRICT upon seven (7) days' written notice to CONSULTANT. In the event of such termination, the parties will adjust the accounts due and payable to CONSULTANT for services rendered. CONSULTANT will not incur any additional expenses upon receipt of SCHOOL DISTRICT's notification that CONSULTANT's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by CONSULTANT, upon (3) days' written notice from the SCHOOL DISTRICT to CONSULTANT.

13. **CONFIDENTIALITY and DATA SECURITY AND PRIVACY STANDARDS:**

- a. SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
- b. SERVICE PROVIDER acknowledges that it may receive and/or come into contact with personally identifiable information, as defined by New York Education Law Section 2-d, from records maintained by SCHOOL DISTRICT that directly relate to a student(s) (hereinafter referred to as "education record"). SERVICE PROVIDER understands and acknowledges that it shall have in place sufficient protections and internal controls to ensure that information is safeguarded in accordance with

- applicable laws and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all personally identifiable information from education records, and it shall:
- i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any purposes other than those explicitly authorized in this Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
 - iv. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5 and the National Institute of Standards and Technology Cyber Security Framework Version 1.1.
- c. SERVICE PROVIDER further understands and agrees that it is responsible for submitting a data security and privacy plan to SCHOOL DISTRICT prior to the start of the term of this Agreement. Such plan shall outline how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract consistent with SCHOOL DISTRICT's policy on data security and privacy, as adopted. Further, such plan shall include a signed copy of SCHOOL DISTRICT's Parents' Bill of Rights and the training requirement established by SERVICE PROVIDER for all employees who will receive personally identifiable information from student records (hereinafter referred to as "student data").
- d. SERVICE PROVIDER understands that as part of SCHOOL DISTRICT's obligations under New York Education Law Section 2-d, SERVICE PROVIDER is responsible for providing SCHOOL DISTRICT with supplemental information to be included in SCHOOL DISTRICT's Parents' Bill of Rights. Such supplemental information shall be provided to SCHOOL DISTRICT within ten (10) days of execution of this Agreement and shall include:
- i. the exclusive purposes for which the student data will be used;
 - ii. how SERVICE PROVIDER will ensure that subcontractors, persons or entities that SERVICE PROVIDER will share the student data with, if any, will abide by data protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
 - v. where the student data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- e. In the event of a breach of the within confidentiality and data security and privacy standards provision and unauthorized release of student data, SERVICE PROVIDER

shall immediately notify SCHOOL DISTRICT and advise it as to the nature of the breach and steps SERVICE PROVIDER has taken to minimize said breach. Said notification must be made within seven (7) days of the breach. In the case of required notification to a parent or eligible student, SERVICE PROVIDER shall promptly reimburse SCHOOL DISTRICT for the full cost of such notification.

- f. In the event that SERVICE PROVIDER fails to notify SCHOOL DISTRICT of a breach, said failure shall be punishable by a civil penalty of the greater of \$5,000 or up to \$10 per student, teacher and principal whose data was released, provided that the maximum penalty imposed shall not exceed the maximum penalty imposed under General Business Law, section 899-aa(6)(a).
- g. Except as set forth in paragraph (f) above, in the event SERVICE PROVIDER violates Education Law 2-d, said violation shall be punishable by a civil penalty of up to \$1,000. A second violation involving the same data shall be punishable by a civil penalty of up to \$5,000. Any subsequent violation involving the same data shall be punishable by a civil penalty of up to \$10,000. Each violation shall be considered a separate violation for purposes of civil penalties and the total penalty shall not exceed the maximum penalty imposed under General Business Law section 899- aa(6)(a).
- h. SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provision.

Upon termination of this Agreement, SERVICE PROVIDER shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

14. **HIPAA and FERPA ACKNOWLEDGMENT:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

15. **INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by law, SERVICE PROVIDER agrees to defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of SERVICE PROVIDER, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

16. **INSURANCE:**

- a. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of SCHOOL DISTRICT as an additional insured on CONSULTANT'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 SCHOOL DISTRICT as an additional insured shall:
 - i. Be an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State.
 - ii. State that CONSULTANT's coverage shall be primary and non-contributory coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
- c. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rest solely with SCHOOL 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 CONSULTANT that are covered by the liability policies.
- e. At SCHOOL DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, CONSULTANT will provide a copy of the policy endorsements and forms.
- f. CONSULTANT agrees to indemnify SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. **Commercial General Liability Insurance:**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct.
 - ii. **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 c a p a c i t y

are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state.

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

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of CONSULTANT performed under the contract for SCHOOL 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.

iv. **Excess Insurance**

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

- h. CONSULTANT acknowledges that failure to obtain such insurance on behalf of SCHOOL DISTRICT constitutes a material breach of contract. CONSULTANT is to provide SCHOOL 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 SCHOOL 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 SCHOOL DISTRICT.

17. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Notice shall be delivered or mailed to:

[CONSULTANT}
[CONSULTANT ADDRESS]

Poughkeepsie City School District
18 South Perry Street
Poughkeepsie, New York 12601
Attn: Assistant Superintendent for Business

18. **ASSIGNMENT OF AGREEMENT:** CONSULTANT shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.

19. **DISCRIMINATION PROHIBITED:** Neither SCHOOL DISTRICT nor SERVICE PROVIDER will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color,

national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

20. **GOVERNING LAW:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

21. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

22. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and CONSULTANT, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

23. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

24. **REPRESENTATIONS AND WARRANTIES:** CONSULTANT represents and warrants: 1) that CONSULTANT has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that CONSULTANT has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

25. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

26. **NON-WAIVER:** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

27. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of CONSULTANT hereby represents and warrants that the undersigned is an officer, director, or agent of CONSULTANT with full legal rights, power and authority to enter into this Agreement on behalf of CONSULTANT and bind CONSULTANT with respect to the obligations enforceable against CONSULTANT in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

POUGHKEESIE CITY SCHOOL DISTRICT

Date: _____

By: _____

Date: _____

By: _____