



Suffern Central School District

45 Mountain Avenue
Hillburn, New York 10931

Request for Proposal – Special Education Counsel Services

RFP Title: Special Education Counsel Services

RFP#: SECS05232024

Bid Opening Date: Thursday, May 23, 2024

Time: 11:00 AM

Proposal Terms and Conditions

The Suffern Central School District is accepting proposals from qualified firms to obtain Special Education Counsel Services as having specific experience in the area(s) outlined in this Request for Proposal.

The objective of this Request for Proposal is to enter into a contract with the selected proposer to furnish Special Education Counsel Services to Suffern Central School District.

Failure to comply with all provisions of the Request for Proposal may result in disqualification. Proposal responses must be sealed when delivered. The outside of the proposal envelope should be marked with:

**"Request for Proposal #SECS05232024 Special Education Counsel Services
May 23, 2024@ 11:00 AM"**

The envelope itself is to be addressed as follows:
SUFFERN CENTRAL SCHOOL DISTRICT
ATTN: ARLENE NOONAN, BUSINESS OFFICE
45 MOUNTAIN AVENUE
HILLBURN, NEW YORK 10931

Proposals received after the above-cited time will be considered a late quote and will not be accepted.

The Suffern Central School District reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the vendor's qualifications and capabilities to provide the specified service, and other factors which Suffern Central may consider consistent with General Municipal Law Section 104-b.

Introduction

The Suffern Central School District is interested in obtaining responses to this Request for Proposal from law firms to perform special education counsel services. The firm's lawyers must possess the ability to organize work in a logical manner and possess good judgment and a high degree of personal integrity. Beginning with the 2024-2025 school year or before as determined by the Board, Counsel will handle all special education matters for the District with the option of extension by mutual agreement of all parties, and approval by the Board of Education.

General Information

The District provides a full range of educational services from a pre-kindergarten program for special education students through the twelfth grade. The District, located in Rockland County in the State of New York, is approximately 30 miles north of New York City. The District has a student population of approximately 5,300. The District has four elementary schools, one middle school, and one high school.

The District is governed by a seven member Board of Education. The Central Administration is comprised of the Superintendent of Schools, three Assistant Superintendents, a Director of Communications and Community Relations, a Director of ENL & Equity, a Director of Pupil Personnel Services, a Director of School Facilities, a Director of School Counseling and Social Emotional Wellness, a Director of Security & Special Projects, and a Director of Technology.

Scope of Services

The law firm selected for this service will be expected to represent the District and provide special education legal advice to the Board and Central Administration in all matters as needed and possess demonstrated knowledge of:

- a) Laws of the State of New York
- b) Standards promulgated by the New York State Education Department.
- c) Regulations of the Commissioner of Education
- d) Regulations of the Federal Government pertaining to Education

The law firm staff will be consulted by the Board, its President, the District's Superintendent of Schools, and his/her administrative staff on special education legal issues. Counsel shall render oral and written advice regarding District compliance with all Special Education requirements, including but not limited to those arising under the Individuals with Disabilities Education Act (IDEA), Part 154 ELL Services, the Rehabilitation Act of 1973, and State law; and represent the District in all impartial due process hearings and appeals to the State Review Officer and Federal Court. Counsel will appear and represent the District in all courts in all special education proceedings.

Responsiveness and Time Requirements:

1. The firm selected is expected to have qualified staff available by telephone for consultation during normal business hours.
2. The District may require regular or periodic on-site consultation.
3. The District may require representation in hearings and court proceedings.
4. Counsel will be expected to provide services as required throughout the year.

Request for Qualifications

Please provide specific information about your firm that should include the following:

1. Identify the size of your firm, number of lawyers, specialty areas of legal work, etc.
2. Describe your firm's experience in providing special education counsel services to Boards of Education.
3. Identify the attorney in your firm who would be designated as the legal consultant for the Board of Education in the above matter.
4. Provide biographical information with relevant professional experience about the lawyer in your firm who would be designated as legal consultant on matters related to services requested.
5. Provide a complete list of current and past Board of Education clients, the length of the service relationship, the types of services provided to each client with particular attention to special education services, and the name and telephone number of a contact person in each district.
6. Please feel free to provide additional information about your firm that will help the Board to evaluate your firm's qualifications.

Request for Fee Proposal

1. Specify the hourly rate you propose to bill for consulting special education legal services.
2. Identify those costs that are considered reimbursable costs and your cost structure for same (i.e. photocopies, travel, etc.).
3. If you are required to attend a meeting at the District or other location, identify at what point your hourly fee would commence.
4. If the District will incur costs associated with phone calls, describe the methodology used to calculate those costs.
5. Identify any municipal rate or community discounts, if applicable.
6. Identify any other information that will provide the Board with a clear picture of your fees and related costs.

Criteria for Selection

Proposals will be opened on the stated date, but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening. Proposals shall be irrevocable for a minimum period of forty-five (45) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Purchasing Agent or his/her designee shall make such determination. Incomplete proposals may not be considered.

Firms interested in submitting a proposal must submit same by May 23, 2024 at 11:00am.

The Suffern Central School District reserves the right to reject any or all proposals submitted.

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

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HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the proposer agrees to hold harmless and indemnify the Suffern Central School District, their Board of Education, any officer, agent, servant or employee of the School District 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 agents, servants, or employees or any person, firm or corporation employed directly or indirectly by them upon or in connection with their performance under the 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 contractor, its agents, or employees or any person, firm or corporation, directly or indirectly employed by them upon, or in connection with performance under the contract.

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

The contractor at its own expense and risk shall defend any such legal proceedings that may be brought against the School District, the Board of Education, or any officer, agent, servant or employee of the School District on any claim or demand and shall satisfy any judgment that may be rendered against the School District, the Board of Education, or any officer, agent, servant or employee of the School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand or whatever name or nature notwithstanding that contractor 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 contractor.

By: _____

Title: _____

Company: _____

Suffern Central School District
IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Suffern Central School District receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Suffern Central School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Suffern Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Suffern Central School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

BID PROPOSAL CERTIFICATIONS

Firm Name _____ Telephone No. _____

Business Address _____ Fax No. _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

Statement of non-collusion in bids and proposals to political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

"(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

(b) A bid shall not be considered for award nor shall any award be made where (b) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award. Nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized)

Title

Date

CERTIFICATE AND SIGNATURE FORM

PLEASE COMPLETE AND RETURN WITH YOUR BID:

THE BIDDER DECLARES AND CERTIFIES:

1ST: THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE SUFFERN CENTRAL SCHOOL DISTRICT, COUNTY OF ROCKLAND NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY F SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS BID OR IN THE MATERIALS, EQUIPMENT, OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.

2ND: THAT THE SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, SCHEDULES AND SPECIFICATIONS PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS BID, FURNISH AND DELIVER AT THE PRICES BID AND WITHIN THE TIME STATE, ALL THE MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THIS BID IS MADE.

THE FULL NAMES AND TITLES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

_____	_____
_____	_____
_____	_____
_____	_____

DATE: _____

PHONE NUMBER: _____

FIRM: _____

FAX NUMBER: _____

ADDRESS: _____

NAME: _____
(CONTACT PERSON FOR INQUIRIES)

AUTHORIZED SIGNATURE: _____

TITLE: _____



PROPOSER WARRANTIES

- I. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- II. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Suffern Central School District.
- III. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____