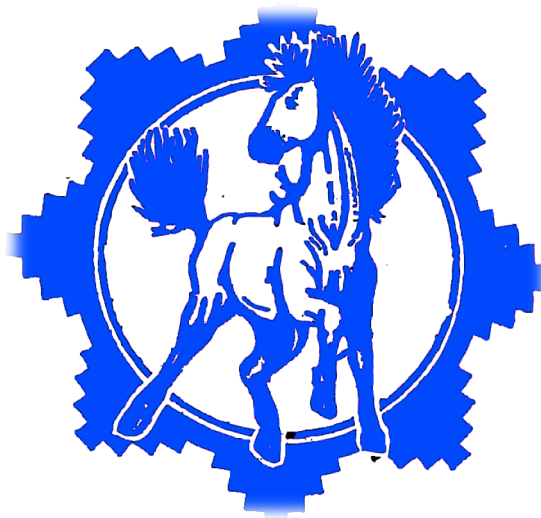


**CH'OOSHGAI COMMUNITY SCHOOL
BOARD OF EDUCATION, INC.**

**REQUEST FOR PROPOSALS
FOR
SPECIAL EDUCATION ANCILLARY/RELATED SERVICES**

For School Year 2020-2021



**Exceptional Student Services Department
Ch'ooShgai Community School Board of Education, Inc.
P.O. Box 321
Tohatchi, New Mexico 87325**

**Contact Person: Jim Smith, Procurement Tech or
R. Tolino, ESS Academic Coach
Telephone: (505) 733-2709
Email: jsmith@ccsbroncos.org or rtolino@ccsbroncos.org**

Proposal Closing Date: Friday, May 8, 2020 @ 5:00 pm (MDT)

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I. GENERAL INFORMATION

A. Purpose

Ch'ooshgai Community School requests proposals from qualified firms and/or individuals interested in providing special education ancillary and related services to CCSBE, Inc. students with disabilities as designated by their respective IEPs.

B. Background

Ch'ooshgai Community School (CCS) is located in the Northwestern Region of McKinley County in Tohatchi, New Mexico. It is situated approximately 25 miles north of Gallup, New Mexico in the foothills of Chuska Peak along State Highway 491. Ch'ooshgai Community School is an authorized P.L.-297 grant school governed by a local elected governing board, which represents five neighboring communities. The communities include: Tohatchi, Naschitti, Coyote Canyon, Mexican Springs, and Twin Lakes.

The school is incorporated under the State of New Mexico and with the Navajo Nation as a non-profit corporation to provide educational services for students from Kindergarten to 8th grade. Ch'ooshgai Community School enrollment for school year 2019-2020 consisted of 320 students from the surrounding communities. Approximately 15 percent of the student population is students receiving special education and/or related services as mandated by their Individualized Education Plans (IEPs).

Proposals will be evaluated for services to be provided during the 2020-2021 school year. CCSBE, Inc. reserves the right to extend the term of any subsequent contractual agreement that CCSBE, Inc. may enter into with a Proposer, upon mutual consent of both parties.

SY 20/21 Projected Number of Students and Average Service Hours Per Week Per Student in Each Related Service Area

Service Area	Speech	Physical Therapy	Mental Health Counseling	Psycho-Ed Evaluations	Occupational Therapy
Projected Number of Students	30 students	15 students	20 students	20 evaluations	15 students
Average Service Time Per Student Per Week	1 hour/week	35 mins/week	35 mins/week	N/A	60-90 mins/week

C. Who May Respond

Any qualified individuals and/or firms interested in providing special education ancillary/related services to CCSBE, Inc. students with disabilities as designated by their respective IEPs.

II. SCOPE OF SERVICES

The scope of services shall include the ancillary support of students with disabilities as designated via their IEPs. Ancillary and Related Services shall include, but may not be limited to, the following:

- Speech and Language Therapists;
- Physical Therapists;
- Occupational Therapists;
- School Psychologists; and
- Mental Health Counselors;

A. Work Requirements for Contracted Services

The Contractor Shall:

1. Scope of Services. The contractor or contractor's employees will fulfill the following requirements and perform the following services in a satisfactory and proper manner:

a. Documentation

- Copy of State License to practice as a related service provider (SLP, PT, School Psychologist).
- Copy of New Mexico Public Education Department licensure.
- If the contractor has submitted and can demonstrate that paper work for licensing or certification has been submitted to the proper issuing agency. The contractor will have 60 days to submit to CCSBE, Inc. the issued License or Certification.

b. Work shall include a minimum of the activities set forth below:

- Conduct evaluations and provide therapy services for eligible assigned students according to the state and federal regulations.
- Assure that all services are provided in accordance with state licensure requirements and within standards of professional ethics.
- Provide daily performance data, assist with goal writing and participate in IEP committee meetings for eligible students, in accordance with state and federal regulations.
- Design and implement therapy services to assign caseload at assigned sites including teacher consultation services, appropriate to meet the needs of the individual students as determined by the IEP committee.
- Provide caseload information for data input, progress reports, and/or evaluation reports within specified timeframes, as required by CCSBE, Inc.
- Agree to defend, indemnify, and hold harmless CCSBE, Inc. and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this agreement.

c. Contractor Responsibilities: The Contractor or contractor's therapists will fulfill the following requirements and perform the following services in a satisfactory and proper manner. The Contractor shall:

- Laptop Computers: Contractor shall provide its own laptop. CCSBE, Inc. will not issue laptop computers for work under this proposal.
- Billing: Bill for direct/indirect service hours on a monthly basis. Direct/indirect service may include evaluations, therapy, parent consultation, consultation with school staff, participation in scheduled parent conferences, participation in IEP meetings, report writing, service documentation logs, and preparation of IEP documents. Contractor will bill CCSBE, Inc. only for services rendered, fully comply with all other state and federal requirements associated with provisions of the services contemplated herein and not bill any other party (e.g. Medicaid, third party insurance, or parents). Violation of this provision will result in termination of the contract.
- The contractor will remain as a participant to the IEP until the IEP is concluded or the need of the contractors' participation is no longer required, whichever event occurs first will be the determining factor.
- Time will be paid in accordance to the agreed rate per hour/per day/per session or at the CCSBE, Inc. sole discretion.

d. Volunteer Activities: Not to be compensated for any of the following: volunteer activities with CCSBE, Inc. activities, and workshop or conference attendance. Compensation for workshop or conference attendance will be made only as a result of written invitation and approval from CCSBE, Inc.

e. Inclement Weather: Scheduled therapy sessions, meetings, or events shall be considered cancelled if CCSBE, Inc. is closed due to inclement weather. Contractor shall not bill CCSBE, Inc. for inclement weather appointments when the media announces that school will be cancelled for the following day. If school is delayed or cancelled the day of inclement weather, hours lost due to delay are not billable.

f. Interns: Contractor cannot accept students for internship/practicum experience or accept supervisory duties associated with CCSBE, Inc. activities.

g. Indemnification: Agree to defend, indemnify, and hold harmless CCSBE, Inc. and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the Contractor under this agreement.

B. CCSBE, Inc. Procedures Regarding Students

Provisions of services, students or facilities made impossible or creating unreasonable hardship by fact or school closures, extreme weather conditions, or destruction of facilities and the like shall not cause either CCSBE, Inc. or the offeror to be in default. Illness or personal emergency of either student or offeror shall be brought to the immediate attention of the Special Education Coordinator and/or School Principal.

CCSBE, Inc. Exceptional Student Services Department will at all times determine the students eligible for special education services and reserves the right to assign caseloads accordingly based on the needs of the students. Offeror will not enter into CCSBE, Inc. administrative decisions. Acceptance by CCSBE, Inc. of an offeror's proposal does not guarantee a specified number of consultations or any other work. Time estimates are included to provide the offeror with some idea of possible activity and are not a commitment of purchased services. CCSBE, Inc. shall only pay for services rendered unless specifically agreed otherwise.

Any confidential information provided to or developed by an offeror in the performance of his/her assigned duties shall be kept confidential and shall not be made available to any individual or organization or used by the offeror without written consent of CCSBE, Inc.

Nothing produced in whole or in part by an offeror shall be the subject for an application for copyright by or on behalf of the offeror.

C. Licenses, Fees, and Taxes

The proposer shall comply with all wage and hour employment requirements of federal, state, and Navajo Nation laws including, but not limited to, Navajo Nation excise tax, state income tax, payroll, and withholding taxes. The proposer shall hold CCSBE, Inc. harmless for all claims arising from payment of such taxes and fees.

III. INSTRUCTIONS ON PROPOSAL SUBMISSION

A. Closing Submission Date

Proposal must be electronically submitted to jsmith@ccsbroncos.org no later than **5:00 P.M. MDT on Friday, May 8, 2020**. Packets received after the deadline will not be accepted. No exceptions!

B. Inquiries

Telephone inquiries should be directed to: Jim Smith, Property/Procurement at (505) 733-2743 or jsmith@ccsbroncos.org or Renee Tolino, ESS Academic Coach at rtolino@ccsbroncos.org. RFP Packets are also available on the school website: www.ccsbroncos.org.

C. Condition of Proposal

All costs incurred in the preparation, submittal and follow-up of a proposal in response to this RFP is the responsibility of the bidder and CCSBE, Inc. is not obligated in any manner to provide reimbursement for such costs.

D. Instructions to Prospective Contractors

Proposals shall be electronically submitted via email to jsmith@ccsbroncos.org

1. Electronic submission shall be in the form of an **encrypted zip file with PDF documents**. Do not submit MS Word documents or other formats.
2. Electronic submission shall include the following headings (in bold) in the subject line of the email:

For Speech/Language Therapists:

RFP for SLP Services – (Proposer Name and Date)

For Physical Therapists:

RFP for PT Services – (Proposer Name and Date)

For Occupational Therapists:

RFP for OT Services – (Proposer Name and Date)

For School Psychologist:

RFP for School Psychologist Services – (Proposer Name and Date)

For Mental Health Counselor:

RFP for Mental Health Counseling Services – (Proposer Name and Date)

Proposals must be received by the date and time specified. In order to be considered for selection, bidders ***must submit a complete response to the RFP. Incomplete proposals may not be considered if the omissions are determined to be significant.***

Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the bidder to ensure the proposal is received by the CCS Finance Department by the date and time specified above.

Proposals submitted after the deadline date and time will not be accepted. Procurement technician will use the date and time received via email as the data/time receipt. You are welcome to follow up on the submission of your proposal to ensure it has been received.

Ch'ooshgai Community School Board, Inc. reserves the right to reject any and all proposals submitted, to waive any informalities or irregularities and to re-advertise in its best interest and to request additional information from all proposers.

E. Format for Required Information

The RFP response shall be prepared in the format described herein. *Failure to comply with the specified format may lead to the bidder's proposal being declared non-responsive.* Any information thought to be relevant, but not applicable in the prescribed format, should be provided as appendices to the proposal. Proposals that do not address all requirements of this RFP may be considered nonresponsive. CCSBE, Inc. All supporting documents submitted in response to this RFP must be organized in the following format:

1. Experience:
 - a. Submit a current resume of the proposed therapist(s). The documentation should thoroughly describe how the related service provider(s) have supplied expertise for similar contracts and projects. Offerors may include any supporting documentation they feel will support their descriptive narrative.
2. Proposal Narrative:
 - a. Background information. Describe the individual's or firm's experience and expertise in performing the services to be provided.
 - b. Licensures/Certifications. Provide evidence of the individual's or firm's credentials and qualifications in the area of service to be provided.
 - c. State the name(s) of the officer(s) and associate(s) in the firm.
 - d. Identify the nature of any potential conflict of interest the individual or agency might have in providing these services to CCSBE, Inc.
 - e. Levels of expertise
 - f. Experience levels with other grant schools or similar populations
3. Service Capability:
 - a. Methodology for services to be provided. Offeror must submit a brief narrative describing how they meet this requirement.
 - b. Offerors must be able to manage the scale of therapy services and projects required by this contract. Offeror must submit a brief narrative describing how they meet this requirement.
 - c. In narrative form, describe your plan for providing the services requested. In your response, include availability for therapy assignments. Include length of time in business as well as any other information documenting that the Offeror has demonstrated competence, credibility, and responsiveness in the past and can be reasonably expected to perform in a like manner in the future.

4. Costs:
 - a. Price proposal/quote outlining the cost for services. Include separate quotations for each service offered i.e. hourly rate (will be pro-rated per session) for direct service to student(s), consulting rate (defined as service rendered to faculty, administration, parent, attendance at IEP or other meetings), rate per evaluation, etc.
 - b. Use the attached Cost Projection Form (Appendix A). Other attachment may accompany price proposal/quote to give more information on cost for services.

5. References:
 - a. The proposals should include at least two (2) external references from client(s) who receives similar services. References may or may not be reviewed at the discretion of CCSBE, Inc. CCSBE, Inc. reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror. The minimum information that should be provided about each reference is:
 - i. Name of individual or company services were provided for;
 - ii. Address of individual or company;
 - iii. Name of contact person;
 - iv. Telephone number of contact person;
 - v. E-mail address of contact person;
 - vi. Type of services provided and dates services were provided.

6. Appendices
 - a. Provide evidence of insurance properly executed by an authorized representative of the insurance carrier for the following:
 - i. Workers' Compensation as required by New Mexico law for all required subcontractors.
 - ii. Professional Liability (Malpractice/Errors-Omission) – Minimum of \$1,000,000.
 - iii. Broad Form Property Damage Liability Insurance and Broad Form Contractual Liability Insurance Coverage –Coverage to be provided by the applicant:
 -Bodily Injury (including wrongful death) \$1,000,000 any 1 person:
 \$1,000,000 aggregate limit
 Property Damage - \$1,000,000 any 1 person: \$1,000,00 aggregate limit
 - iv. Disability Insurance as required by New Mexico State Law for all required subcontractors. A company authorized to write insurance in the State of New Mexico shall issue the required insurance. Insurance policies shall state thirty (30) days notice prior to any material change, cancellation, or non-renewal; of the responsible insurance. Certificates must be delivered to CCSBE, Inc. at least 15 days prior to the commencement of services. Certificates should be provided with the RFP packet for evaluation and qualifying purposes.

- Include a completed and signed I.R.S. Form W-9, which will be used by the school to report all Contract payments to the I.R.S.
- b. Any other information that may be valuable to CCSBE, Inc. when proposal evaluation takes place

F. Specific Conditions

1. Contractors shall electronically submit their proposal to the email address specified on the cover page on or before the closing date and time for receipt of proposals.
2. A complete electronic submission of your proposal is in the form of an encrypted zip file that contains 6 PDF documents to include: 1. Experience; 2. Proposal Narrative; 3. Service Capability; 4. Costs; 5. References; 6. Appendices
3. In submitting this proposal, the Contractor represents that the Contractor has become familiar with the nature and extent of the RFP dealing with federal, state, and local requirements, which are part of the RFP.
4. CCSBE Inc. reserves the right to reject any and all proposals, which do not meet the requirements of this RFP. The contract for the accepted proposal will be based upon the specifications described in the RFP.
5. CCSBE, Inc. reserves the right to amend the RFP. If it becomes necessary to revise any part of the RFP, an addendum will be provided to all prospective applicants who received the RFP. It is the responsibility of the applicants to ensure that they have responded to all addendums before submission of the RFP.
6. Laws and Regulations. The Contractor's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services.

G. Small Business Firms, Indian Preference and Navajo Preference

The Ch'ooshgai Community School Board of Education, Inc. will give due consideration to utilizing small business firms based on applicable Indian and/or Navajo Preference laws.

A bidder is qualified as a small business firm if it meets the definition of "Small Business" as established by the Small Business Administration (13 CFR 121.201).

Indian preference is applicable in accordance with Section 7(b) of P.L 93-638.

Navajo preference is applicable in accordance to Navajo Preference in Employment Act (Title 15, N.T.C. Chapter 7).

III. EVALUATION OF PROPOSALS

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP.

The evaluation of proposals will be performed by an evaluation committee composed of representatives selected by the Special Education Coordinator and/or School Principal.

CCSBE, Inc. reserves the right to:

- a. Reject any and all proposals received in response to the RFP
- b. Select a proposal other than the proposal offering the lowest fee
- c. Waive or modify irregularities in proposal received, after prior notification to the applicant
- d. Negotiate with any applicant whose proposal is within the competitive range

A. Award Criteria

- a. It is the intent of CCSBE, Inc. to accept the proposal that is most advantageous to its interests. The following criteria will be used when evaluating proposal responses:

- 25 points Qualifications and Experience
- 25 points Service Plan and Capability
- 25 points Cost of Services
- 10 points Prior Work History and References
- 10 points Principle Business Location
- 5 points Indian Preference

B. Review Process

CCSBE, Inc. reserves the right to make an award based on preliminary reviews without further discussion of the proposals submitted.

CCSBE, Inc. reserves the right to extend the Request for Proposal deadline. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Offeror can propose.

C. Notification of Award

A decision selecting the successful Contractor will be made within 30 days of the closing date for receipt of proposals. Upon conclusion of final negotiations with the successful firm/individual, all offerors submitting proposals will be notified of the decision made. The selection decision does not guarantee a contract with CCSBE, Inc. The selection decision will be recommended to the CCSBE, Inc. School Board to approve a Contract Agreement.

After award by the CCSBE, Inc. School Board members, a Contract Agreement shall be signed by the Successful Contractor and returned within an agreed upon time frame. No Agreement shall be effective until it has been fully executed by all of the parties hereto.

D. Type of Contract

The contract shall be a fixed priced contract for SY 2020-2021 dependent on the availability of funding. The contractor will deliver items or perform services at the price and in accordance with the provisions stipulated in the contract, upon receipt of the delivery orders for those items or services. Should the contract require an amendment, approval from CCS Board of Education, Inc. is required.

V. CERTIFICATION

- A.** The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
- B.** The individual signing certifies that the Offeror is not involved in any agreements to pay money or other consideration for the execution of this agreement, other than as an employee of the Offeror.
- C.** The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
- D.** The individual signing certifies that there has been no attempt by the Offeror to discourage any other potential Offeror from submitting a proposal.
- E.** The individual signing certifies that the Offeror is a properly licensed to provide said related/ancillary services for students in an educational setting.
- H.** The individual signing certifies that he/she has read and understands all of the information presented within these proposal guidelines, including the information on the program and services to be rendered.
- I.** The individual signing certifies that the Offeror, and any individuals to be assigned to the provide services, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state or local government. (If the Offeror, or any individual to be assigned, has been found to be in violation the information must be disclosed.)

Signed on this _____ day of _____, 2019.

Name of Firm

Signature of Offeror or Authorized Representative

Print Name and Title

APPENDIX A

Cost Projection Form

The individual/firm certifies that special education ancillary/related services will be provided to Ch'ooshgai Community School at the following prices, which are inclusive of all specifications, and terms and conditions of the Request for Proposal dated _____.

Name: _____ Service Position: _____

\$ _____ per hour (direct service time only at school site)

\$ _____ per hour (direct service only off school)

\$ _____ per Assessment/Evaluation

\$ _____ IEP attendance for evaluation/testing interpretation (per IEP)

\$ _____ mileage reimbursement (per mile rate)

\$ _____ lodging reimbursement rate

FIRM:

Company Name: _____

Company Address: _____

Name of Authorized Representative: _____ Date: _____

Signature of Authorized Representative: _____ Date: _____