

**RHINEBECK CENTRAL SCHOOL DISTRICT
BUSINESS OFFICE
REQUEST FOR PROPOSAL (RFP)**

REQUIRED RESPONSE FORM

DATE: May 10, 2017
TITLE: RFP FOR PHYSICAL AND OCCUPATIONAL THERAPY SERVICES

This proposal must be submitted to the RHINEBECK CENTRAL SCHOOL DISTRICT, Business Office, 45 North Park Road, Rhinebeck, NY 12572, no later than 10:00 AM on May 31, 2017 and plainly marked "RFP FOR PHYSICAL AND OCCUPATIONAL THERAPY SERVICES". Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 17, and all attachments, inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ **DATE:** _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. This fully executed page must be returned with your proposal.

An original manual signature is required in order for your proposal to be considered.

RHINEBECK CENTRAL SCHOOL DISTRICT REQUEST FOR PROPOSAL FOR PHYSICAL AND OCCUPATIONAL THERAPY SERVICES

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for Physical and Occupational Therapy Services for the Rhinebeck Central School District, New York (the District). Physical and occupational therapy will be provided to students ages 5 through 21 who qualify for services as Exceptional Student Education (ESE) under the Individuals with Disabilities Education Act (IDEA) and any other students identified by District staff or as required by legislature. Proposers may submit their proposal for occupational therapy only; physical therapy only; or for occupational and physical therapy combined.
- 1.2 During the first year of this contract, we anticipate using approximately 1,200 hours (30 hours per week for 40 weeks) of contract awarded provider's services for occupational therapy and physical therapy services. The approximated hours per week of occupational therapy service is twenty (20) hours and with the remaining ten (10) hours as the approximate hours per week of physical therapy. This count includes occupational therapy assistant and physical therapist and is only an estimate. We do not have a separate breakdown of hours for therapists and assistants. No proposer is guaranteed any amount of assignments. The number of hours and assignments will vary throughout the three year contract term in order to meet the needs of the District.
- 1.3 The Rhinebeck Central School District uses a direct service model. This model uses nine (9) weeks of direct therapy sessions and one (1) week of consultations. During the nine (9) weeks of direct therapy sessions an occupational therapist assistant will work approximately three or four days providing direct service to students. During the consultant week the occupational therapist assistant will provide make-up sessions, consult with administrators, teachers, and families. In addition to the occupational therapist assistant, the proposer should also determine the amount of supervision a certified occupational therapist is required to supervise the occupational therapist assistant. During the nine (9) weeks of direct therapy sessions a physical therapist will work approximately 5 hours per day for 2 days per week providing therapy sessions to the student(s).
- 1.4 Proposers will submit resumes of the candidate they feel is best suited for this assignment. The District will review resumes and may interview proposed candidates prior to selection. If more than one agency proposes the same candidate, and this candidate is selected, the District will contract with the agency that proposed the lowest hourly rate.
- 1.5 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference, as set forth herein.

2.0 INSTRUCTIONS TO PROPOSER

- 2.1 All proposals must be received no later than 10:00 AM, on May 31, 2017. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Business Office, 45 North Park Road, Rhinebeck, NY 12572.
- 2.2 Any proposal received after the above stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.

- 2.3 One manually signed original and Five (5) photocopies of the proposal must be sealed in a package(s), all clearly labeled "REQUEST FOR PROPOSAL FOR OCCUPATIONAL AND PHYSICAL THERAPY SERVICES" on the outside of the package(s). The proposer's legal name, address, contact person, and telephone number should also be clearly annotated on the outside of the package(s).
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 DELIVERY OF RFPS: When hand delivering your RFP, deliver to the Business Office located at 45 North Park Road, Rhinebeck, NY 12572 between the hours of 8:00AM and 3:00PM on normal business days.

3.0 TIME SCHEDULE

- 3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

May 19, 2017	All written questions and inquiries are due.
May 31, 2017	Proposals due no later than 10:00 AM EST.
Week of May 31 st	Evaluation Committee Meeting
Week of June 5 th	Oral Presentation (If needed)
June 13, 2017	Recommend proposer(s) to Rhinebeck Central School District for approval.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, email or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 AWARD

- 4.1 The District reserves the right to accept or reject any or all proposals.

- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 4.4 The District reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or (3) award to multiple proposers.
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and to deem all proposals responsive, and to assign work to any proposer deemed responsive.
- 4.7 The District, or its designees, reserves the right to negotiate further terms and conditions, including price with all proposers being considered for award recommendation. If a mutually beneficial agreement with all proposers being considered for award cannot be resolved, the District reserves the right to enter into negotiations with the next highest scored proposer and continue this process until an agreement is reached with the number of proposers required to meet the needs of the District.

5.0 TERM OF CONTRACT / RENEWAL

The term of the contract shall be from July 1, 2017 through June 30, 2020. If needed, the contract will be extended on a yearly basis beyond the contract expiration date. The Contractor(s) will be notified when the School Board has acted upon the recommendation. All prices shall be firm for the first three (3) years of the contract and may be increased at the beginning of subsequent years if contractor provides documentation of market increase (not cost of living increase) to the purchasing agent. All increases must be approved by the purchasing agent. The Contractor agrees to this condition by signing its proposal.

6.0 RFP INQUIRIES

Any questions concerning conditions and specifications must be submitted in writing and received no later than 3:00 p.m. EST, May 19, 2017. Questions received in writing by the time and date specified will be answered in writing in the form of an addendum.

Send all inquiries by email to attention:

Thomas Burnell, Purchasing Agent

tburnell@rhinebeckcsd.org

- 6.1 Mr. Burnell is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mr. Burnell nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.
- 6.2 If necessary, an addendum notification will be emailed or faxed to all who are known by the Business Office to have downloaded a complete set of proposal documents.

6.3 Copies of addendum will be made available for inspection at the District's Business Office where proposal documents will be kept on file.

6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

6.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Board.

7.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

7.1 The School Board may request an affidavit to include a list of every "person" (to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Business Office within seven days of request.

8.0 LOBBYING

8.1 Proposers are hereby advised that lobbying is not permitted with any District personnel or Board members related to or involved with this RFP until the Superintendent's recommendation for award has been posted at the Business Office reception center. All oral or written inquiries must be directed through the Business Office.

8.2 Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement of the RFP and prior to the posted recommendation on the award of the contract.

8.3 Any proposer or any individuals that lobby on behalf of proposer during the time specified will result in rejection / disqualification of said proposal.

9.0 SCOPE OF SERVICES

9.1 The proposer and/or proposer's assigned physical therapist, occupational therapist and assistant physical and occupational therapist will:

- A. Provide educationally relevant physical and/or occupational therapy services principally at Chancellor Livingston Elementary located at 48 Knollwood Road, Rhinebeck, NY 12572 and secondarily at the Rhinebeck High School/Bulkeley Middle School located at 45 North Park Road, Rhinebeck, NY 12572. The District may require additional therapy services during the extended school year (summer session).
- B. Perform specialized duties and services under the general supervision of District Staff in accordance those duties and services set forth in other general expectations of the therapy profession.
- C. The Proposer agrees that services are provided in compliance with the Civil Rights act of 1964, section 504 of the rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any other present and subsequent Federal, State of Local laws.

- D. Provide the requested level of service, in accordance with the list of needs and/or changes for services provided by the District, within 10 calendar days of notice, unless otherwise mutually agreed upon. If the District reduces the level of services it will provide a minimum of 30-calendar days written notice for the reduction/change in the amount of service. Excessive failure to meet the needs as requested may result in cancellation of the proposer's contract.
- E. Provide the District with all changes for services in writing. Provide a minimum of 30 days written notice for any reduction and/or changes in the amount of services.
- F. Comply with the following referral process:
- Parent, teacher or doctor referral initiate a committee meeting action determined by the supervising administrator. Such actions may include convening a committee to review a referral, evaluation and change in service. All decisions are finalized by the supervising administrator of that committee.
 - Committees making recommendations for OT and/or PT evaluations and/or service are limited to CST, 504 and CSE.
 - The therapist will actively assist in the timely completion of necessary paper work.

- G. Comply with the following evaluation process:
- All referrals for evaluation are determined by one of three committees: CST, 504 and CSE. Evaluations may not be initiated by provider, parent or teacher request outside of a committee action.
 - Upon receipt of the parent consent, the therapist will perform the appropriate evaluation.
 - The purpose of this evaluation is to be reviewed at the committee and the need for educationally relevant occupational and/or physical therapy services are discussed and recommended.
 - It is not necessary to uncover every difficulty the student is having or might have if these difficulties do not interfere with the student's ability to perform the roles and tasks demanded by the school program.
 - Functional areas considered in determining educational relevance include:
 1. Student positioning throughout the school setting
 2. Assistance with curriculum modifications in the classroom and PE
 3. Student's management of their school day including personal hygiene, lunch, books, etc
 4. Student's transfer to and from various chairs, surfaces, etc
 5. Functional mobility of the student around the classroom and school campus
 6. Perceptual-motor training

Other evaluations may also be completed as deemed necessary by District staff

- H. Provide the following intervention services:
- Kindergarten Push-In Programming, 2 hours weekly
 - Functional activity planning
 - Assistance with curriculum modification
 - Attend CST meetings and provide In class individual intervention

- In class group intervention
 - Environmental adaptation
 - Equipment evaluation and ordering
 - Enhancement activities programs
 - Consultation / meetings
 - Assistance with positioning consultation for school bus transportation
 - Functional educational activities for parents to do with their children
 - Other interventions as deemed by the Individual Education Plan (IEP) or team
 - All above consultations should take place during consultant week.
- I. Physical therapy/occupational therapy services will be provided in individual therapy sessions or in small group sessions (2 or more students) or, in limited cases, on an individual basis. A physical/occupational therapy must be completed during the regular school day for all students who are being treated at CLS, BMS or RHS. The CLS hours are 9:00 – 3:20 and BMS/RHS hours are 8:00 – 2:35.
- J. Bill under the District's Medicaid provider number.
- K. Ensure that all physical and occupational therapists and assistants have NYS Fingerprint Clearance, as required for all Rhinebeck Central School District personnel. Successful proposers will be required to pay the Rhinebeck Central School District the required fee for this fingerprint screening for all physical and occupational therapists who work for the District, prior to providing any services. If the therapy provider(s) have already been cleared by NYS Education Department fingerprinting process, provide appropriate paperwork to the District. The fee is currently \$99.00 per person. All therapists and assistants will display an official Rhinebeck Central School District identification badge during contracted work hours.
- L. Follow the procedures (to include but not limited to, notification of absence, no telephone calls during treatment time) of the individual schools where they are assigned.
- M. Report to the Director of Special Education, building principal(s), or other personnel as designated by the District.
- N. Prepare time logs, reports, written analysis and other written memoranda in the form and manner deemed appropriate by the District.
- O. Maintain student therapy records as established by the District. These records will contain, but are not limited to, attendance records, progress notes, Individual Education Plan (IEP) goals, plan of treatment, reports to physicians, and appropriate documentation for Medicaid reimbursement, to be completed on IEPDirect.
- P. Prepare all records/documents while on the school site.
- Q. Complete all therapy reports and files prior to termination of employment. These reports will be reviewed by the Director of Special Education for accuracy and completion.

- R. Submit monthly invoices, utilizing a format provided by the District, for each site (school) specifying the names of therapists and assistants, dates of service, beginning and ending hours, and the services provided weekly. Weekly, the provider submits a calendar indicating the service provided, student initials, and the non-billable lunch, if appropriate. The District will pay the documented invoices within 30 calendar days after receipt of acceptable invoice. Timely and accurate submittal of invoices is critical in order to ensure prompt receipt of payment. Providers may not bill for transportation time, mileage or lunch. Any provider working four hours or more are required to take, and document, a non-billable lunch of no less than 30 minutes.
- S. Prior approval, based on a rationale, is required to be submitted if the provider expects that their time will exceed the 20 hours of occupational therapy service or 10 hours of physical therapy service on any given week.
- T. Attend a one-day orientation session, which is billable, excluding lunchtime and mileage.
- U. Attend meetings as scheduled by District staff
- V. Work on the days when the students are in attendance. Requests to work on Superintendent Conference Days must be submitted in writing one-week prior. Specific needs must be documented.
- W. Provide physical and occupational therapy in the home of a student when the Individual Education Plan (IEP) Team or other School District staff determines there is a need. Mileage from Chancellor Livingston Elementary School, located at 48 Knollwood Road, Rhinebeck, NY 12572 to the home of the student will be reimbursed at current IRS mileage reimbursement rates.

9.2 The District/District staff:

- A. Reserves the right to interview all therapy candidates prior to placement. School system experience is preferred.
- B. Reserves the right to refuse to utilize any proposed therapy candidate. The District reserves the right to have an individual therapist removed from the assigned position. The awarded proposer will have five workdays in which to propose a replacement therapist. Should the proposer be unable to provide an acceptable replacement, all other contract awarded proposers will then be notified to submit a candidate to the District.
- C. Shall monitor the schedules for therapy and other services expected of the proposer.
- D. Will review resumes of replacement personnel and reserves the right to interview replacement candidates.
- E. Will evaluate each therapist and assistant at least once during each school year. The evaluation will include, but is not limited to, review of required documentation, work performance and professional proficiency. The evaluations will be completed on the approved District form.

- F. Will determine who supervises the physical and occupational therapy assistants.
- G. Will provide the District's school calendars each year of the contract. It is also available on the District's website, www.rhinebeckcsd.org.

10.0 PREPARATION AND SUBMISSION

- 10.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all responsive information in your proposal. It is required that five (5) copies of the proposal be submitted with the original proposal.
- 10.2 Request for Proposal: Complete the Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 10.3 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.
- 10.4 Experience and Qualifications:
- Provide detailed information on the experience and qualifications of all personnel who will be providing services as requested in this proposal, and the principals of the firm.
 - Provide the name of the individual who will be assigned as the District liaison for this contract, including their resume and expand on their experience in this area.
 - Provide the name, position, contact information and resume of the individual who will be assigned to the billing component of this proposal.
 - Proposer will have established internal controls to resolve complaints regarding therapist assigned to this contract. Proposal must clearly state these policies and procedures.
 - Physical and occupational therapists and assistants must be professionally licensed according to New York law. Include resumes and copies of license(s) of all therapists and assistants whom you would assign to this contract. A temporary license is not acceptable.
 - Briefly describe the three most similar contracts, preferably New York educational (K-12) settings that the proposer is currently in or has completed within the past two years. Submit letters of reference from each contract.
 - Experience in educational relevant therapy is preferred and higher scores may be awarded to proposers with educational experience.
 - All therapists/therapist assistants must be fluent in oral and written English.
- 10.5 Regulatory Action (Individual and Agency): Provide a statement, with your proposal, of any litigation or regulatory action that has been filed against you or your firm as applicable, in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.

If no litigation or regulatory action has been filed against your firm or individual, provide a statement to that effect with your proposal. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.

- 10.6 Approach / Methodology (Scope of Services): Submit a brief abstract, of approximately three pages, stating the proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of this RFP.
- 10.7 Cost of Services: State the hourly rate for physical therapist, occupational therapist, and occupational therapist assistants on [Attachment A](#), Price Proposal. Hourly rate must be all-inclusive.
- 10.8 Insurance: Provide proof of contract awarded proposer(s) insurance as required in Section 22 of this RFP or submit a letter of contract awarded proposer(s) intention to have the required insurance within ten days of notification by the District.

11.0 ORAL PRESENTATION

- 11.1 Responders who submit proposals in response to this RFP and are selected by the Evaluation Committee may be required to give an oral presentation of their proposal to the Evaluation Committee on during the week of August 2 (subject to change). This will provide an opportunity for responders to highlight their proposals. This is only a fact-finding and explanation session to assist the Evaluation Committee in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The presentations will be held at Chancellor Livingston Elementary School, 48 Knollwood Road, Rhinebeck, NY 12572 and the room location will be posted in the lobby.

12.0 PROPOSAL EVALUATION PROCESS:

- 12.1 RFPs are received and publicly opened. Only names of responders will be read at this time.
- 12.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 12.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 13, and rank all proposals accordingly.
- 12.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 12.5 The District, or its designees, reserves the right to negotiate further terms and conditions, including price with all proposers being considered for award recommendation. If a mutually beneficial agreement with all proposers being considered for award cannot be resolved, the District reserves the right to enter into negotiations with the next highest scored proposer and continue this process until an agreement is reached with the number of proposers required to meet the needs of the District.
- 12.6 The results of the Evaluation Committee's evaluation and scoring is reviewed and approved by the Director of Special Education and the Purchasing Agent prior to making recommendation to the Superintendent.
- 12.7 The Purchasing Agent will prepare and submit an agenda item to the District's Superintendent of Schools.
- 12.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).
- 12.9 The Board will award or reject any or all proposal(s).

13.0 EVALUATION CRITERIA

The Evaluation Committee shall score all proposals received which meet the submittal requirements. The following factors will be considered in scoring the proposals received:

MAXIMUM POINTS		
A.	Experience and Qualifications	50
B.	Approach / Methodology	25
C.	Cost of Services	<u>25</u>
	Total	100

14.0 CANCELLATION OF AWARD/TERMINATION

- 14.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or his designee will give written notice to the proposer(s) stating the deficiencies, and unless the deficiencies are corrected within ten (10) days, recommendation could be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.
- 14.2 The Board, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 60 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The District will only be required to pay to the awarded proposer(s) that amount of the contract actually performed to the date of termination.
- 14.3 The District reserves the right to terminate any contract resulting from this RFP if the proposer's therapist attempts to solicit business for any private agency or private practice.
- 14.4 The contract awarded proposer(s) will have the option to terminate the contract upon written notice to the Purchasing Agent. Such notice must be received at least 90 days prior to the effective date of termination.

15.0 DEFAULT

- 15.1 In the event that the awarded proposer(s) should breach the contract, the Board reserves the right to seek remedies in law and/or in equity.

16.0 DEBARMENT

- 16.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.0 LEGAL REQUIREMENTS

- 17.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and Board Policies that in any manner affect the items covered herein. District Policy's can be viewed on the District's website www.rhinebeckcsd.org. The proposer's failure to comply may result in the immediate termination of the contract at the sole discretion of the Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.
- 17.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

18.0 FEDERAL AND STATE TAX

- 18.1 The District is exempt from federal and state taxes for tangible personal property. The District Treasurer will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

19.0 CONFLICT OF INTEREST

- 19.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches. The Evaluation Committee will review these disclosures and reserves the right to determine if the proposal can be accepted or if there is a conflict of interest and the proposal is therefore nonresponsive.
- 19.2 All proposers agree that they will not treat a student in the school system and also in their private clinic.

20.0 INSURANCE REQUIREMENTS

- 20.1 Proof of insurance must be furnished by the awarded proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the Board.
- 20.2 Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the District's Purchasing Agent, ATTN: Thomas Burnell, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.
- 20.3 Thirty days written notice must be provided to the District via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Business Office.
- 20.4 The awarded proposers shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Business Office but in any respect at least 30 days prior to the commencement of any term. For all contracts

with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with New York Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE RHINEBECK CENTRAL SCHOOL DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE RHINEBECK CENTRAL SCHOOL DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy. In the event the awarded proposer does not own any vehicles, the District will accept hired and non-owned coverage in the amounts listed above. In addition, the District will require an affidavit signed by the awarded proposer indicating the following:

_____ (Company Name) does not own any vehicles. In the event the company acquires any vehicles throughout the term of the contract, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

- D. **PROFESSIONAL LIABILITY:** The awarded proposer shall procure and maintain Professional Liability Insurance for the life of the contract, plus two years after completion. This insurance shall provide coverage against such liability resulting from the contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured. This policy must be continued or tail coverage provided for two years after completion of the contract.

21.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- 21.1 Awarded proposers shall, in addition to any other obligation to indemnify The RHINEBECK CENTRAL SCHOOL DISTRICT, New York and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its

agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

21.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

21.3 This article will survive the termination of the contract.

22.0 PERMITS AND LICENSES

22.1 The awarded proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Board.

23.0 INTELLECTUAL PROPERTY RIGHTS

23.1 The awarded proposer(s) will indemnify and hold harmless, the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the Board.

24.0 COST INCURRED IN RESPONDING

24.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

25.0 SUB-CONTRACTS

- 25.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any subcontractor(s) and the Board.
- 25.2 The proposer(s) will be fully responsible to the Board for the acts and omissions of the subcontractor(s) and their employees.
- 25.3 After award of contract, any changes in subcontractor or sub-proposers requires prior Board written approval.

26.0 JOINT PROPOSAL

- 26.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising out of the contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and filing any notice of protest and final protest as described herein.

Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

27.0 CONTRACTOR RFP REQUIREMENTS

- 27.1 As part of its proposal, proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against proposer in a legal or administrative proceeding alleging that proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

28.0 DISQUALIFYING CRIMES

- 28.1 The proposer certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of New York or Federal Government. Further, proposer certifies that it has divulged, in its RFP response, information regarding any of these actions or proposed actions with other governmental agencies.
- 28.2 The contract awarded proposer(s) or any subcontractors shall not employ any persons with multiple felonies and / or crimes against children. The contract awarded proposer(s) must provide documented proof of efforts to comply with this requirement. The Board may declare any noncompliance or lack of diligent effort by the contract awarded

proposer(s) to comply as a breach of contract and immediately terminate the services of the contract awarded proposer(s).

29.0 USE OF OTHER CONTRACTS

29.1 The District reserves the right to utilize any other District contract, any State of New York contract, any contract awarded by any other city or county governmental agencies, any other school board (including BOCES), any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per School Board policy in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately solicit any single order or to purchase any item on this RFP if it is in its best interest to do so.

30.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

30.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

30.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

31.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

31.1 Possession of firearms will not be tolerated on District property, nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section Cancellation of Award/Termination.

31.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; or any destructive device.

31.3 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

31.4 If any employee of an independent proposer or contractor is found to have brought a firearm on District property, said employee will be terminated from the Board project by the independent proposer or contractor. If the proposer fails to terminate said employee, the proposer's contract with the Board shall be terminated.

31.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children will enter onto any school site.

32.0 AGREEMENT

- 32.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the Board. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

RFP FOR PHYSICAL AND OCCUPATIONAL THERAPY SERVICES

PRICE PROPOSAL

Fees for Registered Occupational Therapist \$_____/hour

The Registered Occupational Therapist is for the supervision and oversight of the Occupational Therapist Assistant. Approximate the total number of hours of supervision required is _____ hours or as a percentage of time _____%.

And

Fees for Assistant Occupational Therapist \$_____/hour

The occupational therapist assistant will work approximately 7.5 hours per day for 4 days per week providing therapy sessions to the student(s).

And/or

Fees for Physical Therapist \$_____/hour

The physical therapist will work approximately 3.5 hours per day for 2 days per week providing therapy sessions to the student(s).