#### **Grandview School District**

#### REQUEST FOR PROPOSALS (RFP)

**PROJECT TITLE:** School Physical Therapist

PROPOSAL DUE DATE: August 8, 2014 by 2:00 p.m., Bid opening 2:15 pm

**EXPECTED TIME PERIOD FOR CONTRACT:** August 28, 2014 – June 11, 2015.

May be renewed for up to two (2) additional years.

**ELIGIBILITY:** This procurement is open to those individuals or organizations that satisfy the minimum qualifications stated herein and that are available and licensed for work in Washington State.

## SCHOOL DISTRICT RFP COORDINATOR(S):

For Service Questions For	Contract (	Questions
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NAME: Diann Zavala NAME: Brad Shreeve

**PHONE**: 509-882-8507 **PHONE**: 509-882-8510

**FAX:** 509-882-2029 **FAX:** 509-882-2029

E-MAIL: dzavala@gsd200.org E-MAIL: bshreeve@gsd200.org

ADDRESS: 913 West Second Street ADDRESS: 913 West Second Street

Grandview, WA 98930 Grandview, WA 98930

This RFP is available on the Grandview School District website located at <a href="https://www.gsd200.org">www.gsd200.org</a> and at the District Office, which is located at the above address.

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#### 1. INTRODUCTION

#### 1.1 PURPOSE AND BACKGROUND

The Grandview School District "District" is soliciting proposals from organizations or individuals that are qualified and interested in providing the following services to the district:

Providing physical therapy to students to restore function, improve mobility, relieve pain and or limit permanent physical disabilities.

Proposers must comply with federal and state laws, as well as District policies and procedures.

#### 1.2 OBJECTIVE AND SCOPE OF WORK

The objective of the RFP is to determine the most qualified organization or individual to:

- Provide services to students to restore function, improve mobility, relieve pain and or limit permanent physical disabilities. Currently the district provides physical therapy services to approximately 33 special education students. The total student contact time per week is 17.5 hours. The total student contact time from August 28, 2014 June 11, 2015 is 630 hours. The provider is allocated up to 680 hours of billing which also includes evaluations, team meetings, IEP/504 development, Medicaid billing, etc.
   This includes:
  - Observe, evaluate and complete reports on students referred for services to determine if there is a need to design an individual education plan for treatment.
  - Develop and input goals and objectives for each student served using the IEP online system.
  - Keep records and reports on the progress of each student in the form of individual education plan goals and objectives.
  - Provide progress monitoring quarterly to parents.
  - Participate in Individual Education Plan team meetings.
  - Reevaluate students every three years as required by state law.
  - Participate in multidisciplinary team evaluations and summarize findings consistent with requirements of WAC 392-172.
  - Design appropriate therapeutic programs for children identified as being eligible for the services in the form of an individualized Education Program (IEP) or 504 plan.
  - Provide school-based therapy services for eligible children within the educational setting during the school year and extended school year services either at the school or home setting.
  - Communicate with parents and district professionals about student's special education needs and services.
  - Monitor and record student performance toward the completion of goals and objectives listed on the student's IEP or 504 plan
  - Complete district required forms for third party reimbursement (i.e. Medicaid)
  - Ensure confidentiality of children and families.
  - Comply with all district policies and procedures.
  - Attend meetings as requested by the district.

#### 1.3 CONSULTANT QUALIFICATIONS

- Must have completed a baccalaureate or higher degree program in physical therapy from an American Physical Therapy Association approved program.
- Must hold a valid Washington State License as a physical therapist.
- Must have a Business License.

#### 1.4 FUNDING

Any contract awarded as a result of this RFP is contingent upon the availability of funding. Proposers should provide their most favorable and competitive cost estimate to perform the work.

#### 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 28, 2014 to approximately June 11, 2015. Amendments extending the number of days or period of performance, if any, shall be at the sole discretion of the District. The contract may be renewed up to two (2) additional years. The hourly rate will be reviewed annually for possible cost of living adjustment.

#### 1.6 NON-DISCRIMINATION AND DISBARRMENT

The District does not discriminate on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, physical, sensory or mental disabilities or use of a trained guide dog or service animal. Proposers may contact the RFP Coordinator(s) to receive this Request for Proposals in an alternative format.

In accordance with A-133 Compliance Supplement, Section 31, effective November 26, 2003, Grandview School District cannot contract with vendors who are suspended or debarred.

In accordance with the above paragraph, your signature on the attached Certificate of Suspension or Debarment certifies that your non-federal entity has not been suspended or debarred or otherwise excluded.

#### 2. GENERAL INFORMATION FOR PROPOSERS

### 2.1 RFP COORDINATOR(S)

The RFP Coordinator(s) are the sole point of contact in the District for this procurement. All communication between a Proposer and the District shall be with the RFP Coordinator(s) identified on the cover page of this RFP.

Any other communication will be considered unofficial and non-binding on the District. Bidders are to rely on written statements issued by the RFP Coordinator(s). Communication directed to parties other than the RFP Coordinator(s) may result in disqualification.

#### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals – July 22, 2014
Questions answered by calling RFP Coordinator(s) – Diann Zavala or
Brad Shreeve
Proposals due – August 8, 2014 by 2:00 p.m., Bid opening 2:15 pm
Evaluate proposals – August 8, 2014
Conduct oral interviews with finalists, if needed – August 11, 2014
Announce "Apparent Successful Contractor" and send notification via
fax or e-mail to unsuccessful proposers – August 15, 2014
Begin contract work – August 28, 2014

The District reserves the right to revise the above schedule.

### 2.3 SUBMISSION OF PROPOSALS

Proposers are required to submit two (2) sealed hard copies of the proposal. The proposal, whether mailed or hand delivered, must arrive at the District no later than 2:00 p.m., local time, on August 8, 2014 at the Grandview School District Office, located at 913 West Second Street in Grandview, Washington.

Mailed proposals are to be sent to: Grandview School District, ATTN: Brad Shreeve-RFP Coordinator, 913 West Second Street, Grandview WA, 98930. The envelope/package should be clearly marked School Physical Therapist Proposal.

Proposers must allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator(s). Proposers assume the risk for the method of delivery chosen. The District assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as email or facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the District and will not be returned.

#### 2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the District.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Superintendent or designee and the apparent successful proposer; thereafter, the proposals shall be deemed public records that are subject to disclosure under the Public Records Act (RCW 42.17).

Any information in the proposal that the proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. The page must be identified and must include the particular exception from disclosure upon which the proposer is relying. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The District will consider a proposer's request for exemption from disclosure; however, the District will make a decision predicated upon the Public Records Act. Marking the entire proposal exempt from disclosure will not be honored. The proposer must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to Brad Shreeve is required. All requests for information should be directed to the Brad Shreeve.

#### 2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to anyone who has notified the District they are responding to the RFP and who has requested notice of any addenda. Proposers' questions regarding this RFP and the RFP Coordinator(s)'s answers, as well as any other pertinent information shall be provided in addenda.

The District reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. The District also has the right to reject any or all proposals.

#### 2.6 ACCEPTANCE PERIOD

A proposer may not withdraw his/her proposal after the time and date the proposals are due and before the District has awarded a contract, unless the District does not award a contract within sixty (60) days of the date the proposals were due. If the District's decision to award a contract is delayed for more than sixty (60) days, the District may invite proposers to agree to extend their proposal.

#### 2.7 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator(s) to determine compliance with administrative requirements and instructions specified in this RFP.

The District reserves the right, at its sole discretion, to waive minor administrative irregularities and to reject any or all proposals.

#### 2.8 MOST FAVORABLE TERMS

The District reserves the right to make an award without further discussion of the proposal that is submitted. Therefore, the proposal should be submitted with the most favorable terms. The District may contact the proposer for clarification, but there will not be an opportunity for proposers to present "best and final" offers. Proposers must be prepared to enter into a contract based on their proposal and the terms and conditions in this RFP.

#### 2.9 CONTRACT AND GENERAL TERMS

The successful proposer is expected to enter into a contract which is substantially the same as the sample contract set forth in Exhibit B.

#### 2.10 COSTS TO PROPOSE

The District shall not be liable for any costs incurred by the proposer in preparation of the proposal that is submitted in response to this RFP, or for any presentations or other activities related to responding to this RFP.

#### 2.11 REJECTION OF PROPOSALS

The District reserves the right in its sole discretion to reject any and all proposals and not to issue a contract. This RFP does not obligate the District to award a contract for the services specified herein.

#### 2.12 INSURANCE COVERAGE

The successful proposer shall, at its own expense, obtain and keep in full force and effect insurance coverage described below for the entire term of the contract, including any extensions. The proposer shall furnish the District a Certificate of Insurance within fifteen (15) days of the contract effective date.

A proposer that is awarded a contract shall furnish the District with a **Certificate of Insurance** executed by a duly authorized representative of each insurer, showing compliance with the following insurance requirements:

#### **Liability Insurance**

- 1) Commercial General Liability Insurance: the proposer shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.
  - Additionally, the proposer is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 2) Business Auto Policy: As applicable, the proposer shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

**Employers Liability ("Stop Gap") Insurance:** In addition, the proposer shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### **Additional Provisions**

Above insurance policy shall include the following provisions:

- 1. Additional Insured. Grandview School District No. 200, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the District.
- 2. Cancellation. Grandview School District No. 200 shall be provided written notice before cancellation or non-renewal of any insurance, in accordance with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner) shall give the District 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the District shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines) shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the District shall be given 10 days advance notice of cancellation.
- 3. **Identification.** Insurance policy must reference the Grandview School District.
- 4. Excess Coverage. By requiring insurance herein, the District does not represent that coverage and limits will be adequate to protect the proposer and such coverage and limits shall not limit proposer's liability under the indemnities and reimbursements granted in the contract with the District.

### **Worker's Compensation Coverage**

The successful proposer will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The District will not be held responsible in any way for claims filed by the proposer or its employees for services performed under the terms of the contract.

#### 3. PROPOSAL CONTENTS

The proposal shall contain the following five components in this order:

- 1. Certification of Proposal
- 2. Submittal Letter (including references)
- 3. Technical Proposal
- 4. Cost Proposal
- 5. Certificate of Suspension or Debarment

#### **Proposal Criteria**

- Font Size 12
- Margins not less than 1"
- 4 page limit for the combined Technical and Cost Proposal
- Pages to separate the five components

#### 3.1 SUBMITTAL LETTER (MANDATORY)

The Letter of Submittal must be signed and dated by a person authorized to legally bind the proposer to a contractual relationship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the proposer and any proposed subcontractors:

- 1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be negotiated.
- 2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- 3. Legal status of the proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4. Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- 5. Location of the facility from which the proposer would operate.
- 6. Identify any District State employees or former District employees employed or on the proposers governing board as of the date of the proposal. Include their position and responsibilities within the proposer's organization. If following a review of this information, it is determined by the District that a conflict of interest exists, the proposer may be disqualified from further consideration for the award of a contract.

#### 3.2 TECHNICAL PROPOSAL

The Technical Proposal must contain a comprehensive description of the experience the provider has had with each listed below:

- a. Provide copy of state physical therapy license, business license, federal tax ID number and a copy of the provider's ESA certificate (or three years documented experience in the field).
- b. Certify that the provider has not pled guilty or been convicted of any crimes.
- c. Participate in multidisciplinary team evaluations and summarize findings consistent with requirements of WAC 392-172
- d. Design appropriate therapeutic programs for children identified as being eligible for the services in the form of an Individualized Education Program (IEP) or 504 plan.
- e. Provide school-based therapy services for eligible children within the educational setting during the school year and extended school year services either at the school or home setting.
- f. Communicate with parents and district professionals about students' special education needs and services.
- g. Monitor and record student performance toward the completion of goals and objectives listed on the student's IEP or 504 plan.
- h. Complete district required forms for third party reimbursement (i.e. Medicaid)
- i. Ensure confidentiality of children and families.

## 3.3 COST PROPOSAL

The Cost Proposal must contain the following:

- a. Daily rates of service as well as total service rate before expenses
- b. Travel budget
- c. Miscellaneous expenses (optional)

#### Exhibit B

#### **CONTRACT FOR PERSONAL SERVICES**

**Between** 

Grandview School District #200 (hereinafter referred to as District) 913 West 2<sup>nd</sup> Street Grandview, WA 98930 509-882-8500

Name:		
	(hereinafter referred to	as Consultant)
Addres	s:	
Teleph	one:	

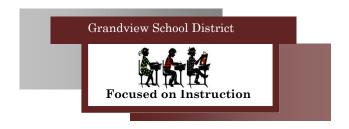
In consideration of the promises and conditions contained herein, the District and the Consultant do agree as follows:

- CONSULTANT RESPONSIBILITIES: Consultant shall perform the following duties to the satisfaction of the
  District Superintendent or his designee: Provide service to students to restore function, improve mobility,
  and or limit permanent physical disabilities to 33 special education students.
  - a. The total student contact time per week is 17.5 hours.
  - b. The total student contact time from August 28 June 11 is 630 hours.
  - c. The provider is allocated up to 680 hours of billing which also includes evaluations, team meetings, IEP/504 development, Medicaid billing, etc.
  - d. The total hours will be greater for a full school year.
  - e. Observe, evaluate and complete reports on students referred for services to determine if there is a need to design and individual education plan for treatment.
  - f. Develop and input goals and objectives for each student served using the IEP online system.
  - g. Keep records and report on the progress of each student in the form of individual education plan goals and objectives.
  - h. Provide progress monitoring quarterly to parents.
  - i. Participate in individual Education Plan team meetings.
  - j. Re evaluate students every three years as required by state law.
- 2. The district will be billed using an invoice prior to the 10<sup>th</sup> day of the billing month. The last invoice must be submitted by July 10, 2015. Invoice must specify date, hours worked & a brief narrative of students served.
- 3. DISTRICT RESPONSIBILITIES: In consideration of the Consultant's satisfactory performance of the responsibilities set forth herein, the District shall compensate the consultant upon completion of services as follows: \$100 per hour for a total of 680 hours contingent upon the availability of funding. The contractor will be paid on the last day of the month.
- 4. INDEPENDENT CONTRACTOR STATUS OF CONSULTANT: Consultant and Consultant's employees shall perform all duties pursuant to this Contract as an independent contractor. A person employed as a consultant is not covered by industrial insurance in case of accident, nor does he receive any employee benefits of the district. All payments are subject to 1099 reporting. Contractor will provide Grandview School District with a signed W-9 form. The Consultant/Contractor certifies he/she is filing a schedule of expenses with the Internal Revenue Service, has established an account with the WA State Department of Revenue and other appropriate state taxing agencies, and is maintaining a separate set of records for his/her business.
- 5. **INDEMNIFICATION:** Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of Consultant or Consultant's employees' or agents' performance or failure to perform duties pursuant to this Contract, shall be Consultant's sole obligation.
- 6. **TERMINATION:** This Contract may be terminated by either party upon written notification to the other party thirty (30) days or more prior to the dates(s) of service mentioned in Item 1. In the event of termination by the District, the Consultant shall be entitled to an equitable proration of the total compensation provided for herein for uncompensated services which have been performed as of the termination date. If Consultant cancels this contract less than thirty (30) days prior to the date(s) of service, the consultant may be charged for any losses incurred.
- 7. VERBAL AGREEMENTS: This written contract constitutes the mutual agreement of Consultant and the District in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between parties hereto, shall be binding.

- 8. APPLICABLE LAW: This Contract shall be governed by the laws of the State of Washington. The Consultant assures the Grandview School District that he/she will comply with all state and federal guidelines or regulations. Therefore, all applicants seeking goods or services will be considered and will not be discriminated against on the basis of race, color, creed, religion, national origin, age, gender, marital status, presence of any sensory or disability.
- 9. **CONFLICT OF INTEREST:** The Consultant recognizes that compensation from more than one political subdivision of the state of Washington for the same hours worked is illegal. When the Consultant qualifies as an employee in another organization, that organization should be reimbursed for hours in which the employee earned compensation as a Consultant.
- **10. PRODUCTS/EQUIPMENT:** All products remain the property of the Grandview School District. Consultant is responsible for lost or damaged equipment.
- **11. EFFECTIVE DATE-DURATION:** This Contract shall commence on <u>August 28, 2014</u> and shall terminate at midnight on June 11, 2015.
- 12. LIABILITY COVERAGE: The consultant is responsible for any property damages caused by consultant.
- 13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –LOWER TIER COVERED TRANSACTIONS This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110. (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**IN WITNESS WHEREOF**, the District and the Consultant have executed this Contract consisting of two pages.

CONSULTANT Signature	GRANDVIEW SCHOOL DISTRICT #200 SUPERINTENDENT/DESIGNEE Signature	
Last 4 Digits of SOCIAL SECURITY NO.:	CHARGE TO:	
IRS IDENTIFICATION NO.:	SCHOOL YEAR: 2014-2015	
DATE:	DATE:	



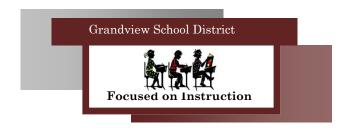
### **Certificate of suspension or Debarment**

Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements.

I certify, to the best of my knowledge, that this contracting organization and its principals are not suspended, debarred, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from federal procurement and non-procurement programs.

I also certify that in the event that this contracting organization and its principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded by any federal agency from federal procurement and non-procurement programs, I will immediately notify Grandview School District Business Office.

Signed	Date
Printed Name	Title
Organization Name and Address	



### **Certification of Proposal**

It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award constitute a contract between the undersigned and the Grandview School District No. 200. The undersigned proposer hereby represents as follows: That this proposal is made without connection with any person, firm or corporation making a proposal for the same material, and is in all respects fair and without collusion or fraud.

Organization Name:	
Address:	
Tel. No	
Fax No.	
Signed	
Print Name	
Title	