

Somersworth School District
REQUEST FOR PROPOSALS (RFP)

PROJECT TITLE: Speech Language Pathologist

PROPOSAL DUE DATE: August 13, 2021 by 3:30 p.m.

EXPECTED TIME PERIOD FOR CONTRACT: August 30, 2021 – June 17, 2022.

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 Questions

NAME: Nancy Michaud

PHONE: 603-692-4450

FAX: 603-692-4100

E-MAIL: nmichaud@sau5.org

ADDRESS: 51 W. High Street
Somersworth, NH 03878

This RFP is available on the SAU 56 website located at www.sau56.org and at the SAU Office, which is located at the above address.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

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

Special Education Services to include therapy and assessment services in the areas of speech therapy. The first term of any resultant contract shall be for the 2021-22 school year and may be extended annually for up to a maximum of two additional years. The district is requesting proposals for one (1) to four (4) Speech Language Pathologists (SLP's). Bids should include rates for one (1) Full Time Equivalent (FTE) and possible discounts for multiple SLP's. The district anticipates needing three (3) Speech Language Pathologists.

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 assessment, develop an Individual Education Plan (IEP) and direct therapy and consultation in speech, language and hearing disorders of students from age 3 – 21, 185 days per SLP. This comprehensive program includes:
 - Appraise and diagnose speech, language and hearing disorders of students who have been referred.
 - Participate in Multi-disciplinary Team meetings and evaluations.
 - Conduct hearing assessments.
 - Prescribe and implement speech, language and hearing therapy as written on the IEP.
 - Conduct ongoing evaluation to determine prognosis and recommendation.
 - Schedule students for therapy.
 - Develop and disseminate materials for teachers and volunteers.
 - Instruct and implement programs using paraprofessionals
 - Monitor the therapy of Speech Language Assistants.
 - Maintain records and bill Medicaid for documented therapy students.
 - Participate in appropriate in-service and career development activities.
 - Demonstrate organizational and management skills in the classroom.
 - Manage behavior of students and maintain an atmosphere conducive to learning.
 - Keep adequate records of student progress and communicate to parents/guardian quarterly.
 - Monitor SLP assistant therapy of students and verify speech logs of students assigned to caseload.
 - Other duties as assigned.

1.3 CONSULTANT QUALIFICATIONS

- Speech Language Pathologist certificate to work in NH is required.
- Master's Degree or equivalent.

- Dedication to professional growth and development.
- Ability to relate well with diverse socio-economic groups.
- Possesses a team approach attitude toward fellow workers.
- Establish and maintain a professional and positive working relationship with students, parents, staff and the general public.
- Desire to be a role model for students.
- Record of dependability, flexibility and strong attendance.
- Maintain confidentiality.

1.4 FUNDING

The District has budgeted an amount not to exceed \$90.00 per hour for this project. **Proposals in excess of \$90.00 per hour will be rejected as non-responsive and will not be evaluated.** 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 30, 2021 to approximately June 17, 2022. 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 daily 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, Somersworth 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 – August 3, 2021
Questions answered by calling RFP Coordinator(s) – Nancy Michaud, Director of Student Services
Proposals due – August 14, 2021 by 3:30 p.m.
Evaluate proposals – August 14, 2021
Conduct oral interviews with finalists, if needed – August 20, 2021
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers – August 20, 2021
Begin contract work – August 30, 2021

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 3:30 p.m., local time, on April 30, 2015 at the Somersworth School District Office, located at 913 West Second Street in Grandview, Washington.

Mailed proposals are to be sent to: Somersworth School District, ATTN: Nancy Michaud, Director of Student Services 51 W. High Street, Somersworth, NH 03878. The envelope/package should be clearly marked Speech Language Pathologist 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.** Somersworth 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.** Somersworth 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 Somersworth 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. Cost Proposal (cost per hour and total cost of up to 185 days per FTE)

Exhibit B

CONTRACT FOR PERSONAL SERVICES

Between

Somersworth School District #200
(hereinafter referred to as District)
51 W. High Street
Somersworth, NH 03878
603-692-4450

Name: _____
(hereinafter referred to as Consultant)
Address: _____

Telephone: _____

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 assessment, direct therapy and consultation in speech, language and hearing disorders of students from ages 3 – 21. 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. Develop and input goals and objectives for each student served using the IEP online system. Keep records and report 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.** The district will be billed using an invoice prior to the 10th day of the billing month. The last invoice must be submitted by August 10, 2016. Invoice must specify date, hours worked & a brief narrative of students served.
- 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: **\$80.00 per hour contingent upon the availability of funding. Proposers should provide their most favorable and competitive cost estimate to perform the work.** The district will be billed using an invoice prior to the 10th day of the billing month. The contractor will be paid on the last day of the month.
- 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 Somersworth 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.
- 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.
- TERMINATION:** This Contract may be terminated by either party upon written notification to the other party thirty (30) days or more prior to the date(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.
- 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.
- APPLICABLE LAW:** This Contract shall be governed by the laws of the State of Washington. The Consultant assures the Somersworth 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.

8. **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.
9. **PRODUCTS/EQUIPMENT:** All products remain the property of the Somersworth School District. Consultant is responsible for lost or damaged equipment.
10. **EFFECTIVE DATE-DURATION:** This Contract shall commence on [August 30, 2021](#) and shall terminate at midnight on [June 17, 2022](#).
11. **LIABILITY COVERAGE:** The consultant is responsible for any property damages caused by consultant.
12. **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

SOMERSWORTH SCHOOL DISTRICT
Authorized Signature

SOCIAL SECURITY NO.: _____
IRS IDENTIFICATION NO.: _____

CHARGE TO: _____
SCHOOL YEAR: [2021-22](#)

DATE: _____

DATE: _____

