

## NORTH KINGSTOWN SCHOOL DEPARTMENT

### Request for Qualifications for School District Physician – Consultant

RFQ 2020-06

The North Kingstown School Department seeks a qualified professional physician to serve as a school health consultant to the North Kingstown School Department.

#### **Time Frame:**

To begin on or about August 21, 2020.

#### **Credentials:**

The North Kingstown School Department seeks an organized professional to guide and support North Kingstown Schools in the delivery of health services in the school environment (including screenings). This guidance would include:

- Provide a physical examination(s), including state required immunization services, of those children entering the District for the first time and seventh graders who do not present documentation of a physical exam within six months of school entry and for those students whose immunization requirements have not been met. The service provider will submit a cost per exam;
- Pre-employment physicals, if desired by the District, to include physical examination, PPD test, Hematocrit and Urinalysis. The service provider shall submit a cost per exam;
- Conduct sports physicals for middle and high school students. The service provider shall submit a cost per exam;
- Supply and administer the Hepatitis B vaccine to employees approved by the District. The service provider shall submit a cost per dose;
- Provide consultative services regarding school health issues, including but not limited to reporting and management of infectious diseases and outbreaks in accordance with the most current Department of Health recommendations;
- Provide medical evaluations or review of medical determinations as the identified condition relates to eligibility for a Section 504 Plan, an Individual Education Plan or employee request for ADA accommodations and/or modifications;
- Provide medical/professional knowledge to administration;
- Furnish information on health-related matters;
- Serve as a liaison between certified school nurse-teachers and other physicians and health professionals in the community;
- Initiate first-aid orders;
- Assist with development and review of District's health programs, policies, protocols and standing orders and oversee in-service program for certified school nurse-teachers concerning current health issues as needed;

## **Requirements:**

Respondents should possess:

- License to practice medicine in Rhode Island in accordance with RIGL 16-21-9 (see attached). A copy of such license must be submitted with the proposal.
- Have knowledge of all state and local laws, regulations and protocols affecting schools and participate to ensure implementation of all such laws, regulations and protocols in collaboration with the school's administrative authorities and school health personnel.

Respondents should include detailed pricing for all services related to this proposal in either an hourly rate or per school year rate.

## **Submittals:**

**Statements of qualification and pricing are due by January 10, 2020, at 11:00 am in the office of the Chief Operating Officer for the North Kingstown School Department, 100 Romano Vineyard Way, Suite 120, North Kingstown, Rhode Island, 02852. Information received after this time and date will not be accepted.**

## **GENERAL PROVISIONS:**

1. In submitting a proposal, the bidder understands that the District will determine at its discretion, or in its best interest, which proposal, if any, is accepted. The bidder waives any right to claim damages of any nature whatsoever, based on the selection process and any communications associated with the selection, and the final selection of the successful bidder.
2. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure any goods or services.
3. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Chief Operating Officer.
4. The District reserves the right to consider historic information and fact, whether gained from the bidder's proposal, references, and any other source, in the evaluation process. The bidder acknowledges (1) that District will contact various persons who are familiar with the District's prior work and related matters, whether such persons are voluntarily disclosed to the District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that bidder will not take any action against any person who respond truthfully and in good faith to a bona fide inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.
5. All proposals submitted in response to this solicitation are governed under the laws of the State of Rhode Island. The bidder must be authorized and/or licensed to do business in the State of Rhode Island. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licenses to do business in the state, by signing of this Agreement, the bidder agrees to subject itself to the jurisdiction and process of the federal and state courts in Rhode Island as to all matters and disputes rising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

6. The bidder(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any act of omission of the bidder(s).
7. Specify if your firm is a certified minority and/or women owned business. If so, please provide the District a copy of the certificate.
8. Any bidder who is aggrieved in connection with the awarding of a contract shall protest to the Chief Operating Officer within five (5) calendar days of the date of Award by the School Committee. The Protest should be emailed to Mary C. King, COO, [mary\\_king@nksd.net](mailto:mary_king@nksd.net).
9. The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.
10. The proposal must be clearly marked in a sealed envelope as stated in the Instruction section of this Request for Proposal ("RFP").
11. Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirement and/or specifications may be rejected or otherwise disregarded.
12. The bidder shall not have the right to include the District's name in its published list of customers, without prior written approval of the District. The bidder agrees not to publish or cite in any form any comments or quotes from District staff. Bidder further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.
13. The proposal must be signed by an authorized individual who may bind the bidder to these services in accordance with the requirements contained in the RFP. The proposal must contain a statement to the effect that your proposal is firm for a period of one hundred and twenty (120) days from the proposal due date, or longer if so required by the District.
14. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof. The District reserves the right to make an award in total or in part, according to the best interests of the District. Bidders not willing to accept award of partial bid must so indicate as part of their proposal.
15. By submitting a proposal, the bidder agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.
16. The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the bidder's response to this solicitation.

17. No proposal shall be accepted in from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.
18. The District reserves the right, at any time after opening and prior to award, to request from any bidder clarification, to address technical questions, or to seek, or provide other information regarding the bidders' bid.
19. Ownership of all data, material and documentation originated and prepared pursuant to this RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Rhode Island Access to Public Records Act.
20. The bidder alone will be held solely responsible to the District for performance of all bidder obligations under any contract resulting from their proposal.
21. The bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
22. All prices and notations should be printed in blue ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures and use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
23. If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District Office by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation of the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or per-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at [www.nksd.net](http://www.nksd.net)
24. The bidder(s) and his representatives shall follow all District policies while on District property. No work shall interfere with school activities or environments unless an authorized District employee for the location gives permission.
25. The bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the contract. If the failure to perform arises out of causes beyond the control of the Offeror and without the fault or negligence of the bidder, the bidder shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the bidder were obtainable from other sources in sufficient time to permit the bidder to meet the required delivery schedule.

26. During the term of the contract, the bidder shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.
27. Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. It is expected that this will sometimes require on-site observation. The failure or omission of an bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this RFP or contract.
28. Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
  - Name of business;
  - Contract number or other authorization for delivery of service or property;
  - Complete description, price and quantity of property or service actually delivered and payment terms;
  - Title, telephone number and complete mailing address of responsible official to whom is to be sent; and
  - Other substantiating documentation of information as required by the contract.
29. The District reserves the right, to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified bidders and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.
30. All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All bidder(s) must be able to meet or exceed any and all requirements.
31. The bidder shall not subcontract any portion of this contract without prior written approval from the District, which consent shall not be unreasonably withheld, provided, bidder remains liable for performance of all terms of this contract. The key personnel assigned to this evaluation are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the consultant and the District.
32. The District interprets a signed proposal as signifying that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other persons or company engaged in the same line of business or commerce, or any other fraudulent act punishable under federal or state laws. Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the District enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the District may cancel said contract without incurring liability, penalty, or damages.
33. The District will not be liable for any costs incurred in the preparation of the response for this Request for

Proposal. All proposal submissions and materials become property of the District and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

**PROPOSAL FORMAT:**

For the sake of consistency and ease of review, each proposal must adhere to the following format:

- Section A: A cover letter, including name, address and telephone number of firm and name and number of legal representative.
- Section B: Evidence of similar experience and three (3) references from client companies that received these services in similar sized Districts.
- Section C: Outline of the firm's service delivery approach.
- Section D: Evidence, including resumes, that the firm's staff and the staff participating in the project are experienced in providing services of this nature.

## **INSURANCE EXHIBIT — PROFESSIONAL CONTRACTS**

The consultant selected shall indemnify and save the District and the Town of North Kingstown harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on District property, in carrying out and completing the full scope of services under this agreement.

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "North Kingstown School Department" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Chief Operating Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

### **Minimum Insurance Coverage Required:**

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.
4. Professional liability, occurrence form preferred. If issued on claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following the completion.

### **Deductibles and Self-Insured Retention:**

Any deductibles or self-insured retentions must be declared to and approved by the North Kingstown School Department. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond

guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**Notice of Cancellation or Non-Renewal:**

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

**Other Insurance Provisions:**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverages:
  - a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District.
  - b. The contractor's insurance coverage shall be the primary insurance with respect to the North Kingstown School Department. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect Coverages provided to the North Kingstown School Department.
  - d. Coverage shall state that the contractor's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. The insurer shall agree to waive all rights of subrogation against the District or the Town of North Kingstown for losses arising from the work performed by the contractor for the District.

**Verification of Coverage:**

The contractor shall furnish the District with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.

The awardee shall furnish the North Kingstown School Department with certifies of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The awardee shall provide a certificate of insurance as an independent contractor in accordance with RIGL 28-29-17.1. All individuals who will be providing these services directly to athletes must pass a National Background Check. Awardee must submit a copy of the license required by RIGL 16-21-9 with the proposal. The School Physician of Record will follow the rules and regulations for school health programs.

**Contact Information:**

Questions regarding the content of this request should be directed to Mary King of the North Kingstown School Department at 401-268-6410.