



**Edgemont Union Free School District
Business Office
300 White Oak Lane
Scarsdale, NY 10583**

The Board of Education of the **Edgemont Union Free School District** (hereinafter referred to as the "District") hereby invites the submission of proposals for the following professional services:

**SCHOOL PHYSICIAN
RFP # 2023-BO-004
Due Date: March 31, 2023**

Specifications and forms may be obtained from the District Office through Amy Moselhi or online at our district page beginning March 9, 2023. All addenda will be transmitted via posting on our district website.

The district is not responsible for proposals opened prior to the time and date of the opening if the identifying information does not appear on the envelope. Proposals opened prior to the time and date of the opening are invalid. The district reserves the right to accept each proposal by individual item, by category, by groups of items or as a whole, or in its discretion, to reject all proposals.

The district also reserves the right to waive any informality in the proposal process if determined to be in the best interest of the district. Proposals opened and read shall remain irrevocable for the contract period. The award of contracts, if at all, shall be made as soon as practicable after the opening. Any quantities, if shown, are estimates and not guaranteed.

The Board of Education reserves the right to consider qualification, experience, and reputation, as well as the specific qualifications of a proposer set out herein, in considering proposals and awarding the contract. The board of education reserves the right to reject any or all proposals in its discretion.

By order of the Board of Education
Purchasing Agent Dated: March 3, 2023
EDGEMONT UNION FREE SCHOOL DISTRICT RFP # 2023-BO-004 **SCHOOL PHYSICIAN**

1. GENERAL INFORMATION

The Edgemont School District is requesting proposals from physicians duly licensed or otherwise authorized to practice a health profession pursuant to applicable law to provide services as the School Physician for the Board of Education of the Edgemont Union Free School District.

There is no expressed or implied obligation for the Edgemont School District to reimburse responding persons for any expenses in preparing proposals in response to this request.

To be considered, two (2) copies of a proposal must be received by the Assistant Business Official by 10:00 am, March 31, 2023. The Edgemont School District reserves the right to reject any or all proposals submitted.

During the evaluation process, the Edgemont School District reserves the right, where it may serve the Edgemont School District's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Edgemont School District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Edgemont School District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the person of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Edgemont School District and the firm selected.

It is anticipated that the selection will be completed by April 14, 2023. Following the notification of the selected person, it is anticipated that a contract will be executed between both parties shortly thereafter. The additional one-year terms contracts will be in an amount not to exceed the annual C.P.I. published in January each year.

2. TERMS OF ENGAGEMENT

A three-year (3) contract, renewable annually, is proposed, commencing in 2023-2024 subject to annual review and concurrence of the Board of Education of the Edgemont School District, and the annual availability of an appropriation.

The physician as well as the Edgemont School District shall have the option to cancel the engagement for the year(s) 2024-2025 through the 2026-2027, provided that written notice is given to the other party within sixty (60) days of the year in question.

3. DESCRIPTION OF SERVICES

The School Physician agrees to perform his/her duties as prescribed by the State of New York and the rules and regulations of the State of New York Education Department and to serve and perform the specific duties as outlined under the Nature of Services Required.

The School Physician shall be responsible for directly providing all of the medical services as outlined under Nature of Services Required and, barring unforeseen circumstances, shall meet these responsibilities him/herself. In the event that he/she cannot personally perform a service, he/she shall notify the Superintendent of Schools or his/her designee and may delegate said responsibility to a qualified individual, i.e., another physician, physician's assistant, or nurse practitioner, without any additional cost or expense to the Board of Education of the Edgemont School District.

The School Physician will render any and all services required in connection with the Edgemont School District's Committees on Preschool Special Education and Special Education, except for testimony before a Hearing Officer and/ or Court.

The School Physician will submit a year-end medical written report to the Director of Pupil Personnel Services.

4. NATURE OF SERVICES REQUIRED

- 1) Performs the physical examination of the Edgemont School District:
 - a) Students without health certificates from personal family physicians in the following classes: Kindergarten, Second, Fourth, Seventh, and Tenth grades.
 - b) Any new entrants who have not received a private examination.
 - c) Any employee to determine their fitness for duty.
 - d) Attend all home football games.
- 2) Advises on the planning and requirements of New York state mandated immunization programs.
- 3) Provides the examination of students participating in interscholastic athletics at prescheduled sports physical sessions at the start of the spring and winter sports season. Review of examinations of athletics performed by their family physicians as requested by the building nurse. Provides a summer session for physical exams in June and in July/August for fall sports. Will provide additional physicals as needed.
- 4) Advises and administers emergency first aid when appropriate and when on site, advises school nurses in aspects of first aid.
- 5) Student examinations as required by the Committee on Special Education (CSE) referrals and reviews.
- 6) Will participate as an active member of the Committee on Special Education, per Part 200 Regulations of the Commissioner of Education, when requested at a time convenient to both the committee and the physician and when arranged with reasonable advance notice.
- 7) Advises on aspects of the school health education program.
- 8) Acts as liaison between the Edgemont School District and student's private physicians.

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- 9) Cooperates with public health officials and interprets public health laws as they impact on the school district, particularly with regard to communicable diseases.
 - 10) Assists in making decisions on the exclusion and readmission of students in connection with infectious or contagious diseases.
 - 11) Assists in developing guidelines on the readmission of student athletes who suffer injuries.
 - 12) Concussion Management
 - a) Reviews and revises policy as needed.
 - b) Advises the district on concussion management.
 - c) Provide education to parents and staff regarding concussion management and school policy.
 - d) Outreach to physicians in the area in reference to our concussion procedures.
 - 13) Assists in developing policies on the exclusion and readmission of students to gym and recess.
 - 14) Is available to school nurses whenever medical advice is requested by telephone, text and/or email.
 - a) Inquiries from within the District to be responded to within 24 hours unless of an urgent nature which needs to be addressed in a timelier manner.
 - 15) Assists the administration in determining appropriateness of special accommodations for children with bona fide medical needs or behavioral and mental health concerns that pose a threat to a student or the school community.
 - 16) Participates in meetings with the school nurses annually and as needed and in meetings with other school officials whenever appropriate to discuss health related problems.
 - 17) Reviews and makes recommendations regarding home tutoring requests when asked.
 - 18) Advises school district regarding policies pertaining to an Exposure Control Program for blood borne pathogens.
 - 19) Participates with school as necessary with respect to and attends meetings as appropriate with the District Wide and Building Emergency Preparedness Plans and the Wellness Committee.
 - 20) Subscribes to the Medical Director's Resource and HIP list serve on the NYS School Health Services web-site.
 - 21) Standing Orders and Protocols:
 - a) School Physician will provide annual standing orders non patient specific for emergency epinephrine and nebulizer treatments, as allowed by New York State Education Law.

- b) The School Physician will provide annual standing orders for District First Aid Protocols for school nurses and the Athletic Trainer (ATC).
 - c) School Physician will be available to review and provide input as needed, to the District's:
 - i) Anaphylaxis Policy and Food Allergy Guidelines
 - ii) Pandemic Flu Policy
 - iii) Wellness Policy
 - iv) Any other health-related issues or policies
- 22) The School Physician will be knowledgeable regarding public health laws and will assist school nurses and/or school officials in the interpretation and application of those laws.
- 23) The School Physician will give in an advisory capacity to the District on all matters pertaining to the medical, health, nutrition, and physical fitness services provided in the schools.
- 24) The School Physician will perform such other tasks and assume such other responsibilities as the Superintendent may assign.

5. PROPOSAL SUBMISSION

Two (2) complete sets of the proposal are to be submitted to the District by March 31, 2023 by 10:00 AM , and clearly labeled as follows:

**Amy Moselhi, Assistant Business Official
Edgemont Union Free School District
300 White Oak Lane
Scarsdale, NY 10583**

RFP #2023-BO-004 SCHOOL PHYSICIAN

6. REQUIREMENTS

The detailed proposals shall be accompanied by the following information:

- a. General background information in regard to medical practice and resume.
- b. Evidence of insurance coverage, as outlined in Attachment A.
- c. Proposed monthly fee, see Attachment B.

7. CONTRACT NOT TO BE ASSIGNED

It is mutually understood and agreed that the School Physician shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, of his right, title or interest therein, or his power to execute such contract to any other person, company or corporation.

8. INVOICING

Billing shall be made by monthly invoice, to Edgemont Union Free School District, Business Office, 300 White Oak Lane, Scarsdale, NY 10583. All invoices shall be presented for payment by the 10th day of each month for the past month's service. No partial payments will be paid. All invoices shall contain the following information:

- Name
- Address(es) where services were performed.
- Description of services performed.
- Date of services performed.

The final written report must be received before the final payment will be paid.

9. LAWS AND REGULATIONS

The School Physician shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this contract.

10. INDEMNIFY

The School Physician agrees to indemnify, defend and hold the Edgemont School District, its Board of Education, officers and employees harmless from and against all liability, claims, actions, proceedings and suits, of any name and nature, as the same may relate to the services provided by the Contractor pursuant to this Agreement.

11. VEHICLE

The School Physician shall provide his/her own transportation and gas in the execution of the aforementioned duties, and shall at all times, carry vehicle insurance as outlined in Attachment A of this agreement.

All costs related to the Contractor's vehicle shall be the responsibility of the owner/ Contractor.

12. TERMINATION

This contract may be terminated by either party by thirty (30) day written notice to the other party.

13. CONTRACT

If awarded the contract, the terms and conditions of this proposal shall be the Contract with the Edgemont Union Free School District and the undersigned agrees to be bound thereby.

Contractor

Address, City, State and Zip

Phone

Fax

Date

ATTACHMENT B

Fee Proposal:

All candidates are asked to provide a flat fee proposal for one year that will cover all anticipated services for a full year from July 1, 2023 to June 30, 2024.

Yearly fee: \$_____

Please sign and date this proposal form below:

Signature

Date

Printed Name and Title

NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-D of the General Municipal Law as follows: Statement of non-collusion in bids and proposals to political subdivisions of the state: Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-Collusive Bidding Certification:

a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the forgoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore.

Where (a) (1) (2) and (3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publications of revised price lists for such items or (c) sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision II of this section, shall be deemed to have authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as

the act and deed of the corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Name (please print) Signature

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the District receive information that a Bidder/Contractor is in violation of the above- referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the __ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this ____ day of __2023__

Notary Public: _____