

MOUNT VERNON CITY SCHOOL DISTRICT

165 North Columbus Avenue
Mount Vernon, New York 10553

REQUEST FOR PROPOSALS

**RFP# 25/26-08 SKILLED NURSING SERVICES
2025-2026**

The objective of this Request for Proposals ("RFP") is to solicit proposals from licensed, qualified and experienced individuals, firms or agencies to provide skilled nursing services to the Mount Vernon City School District as more fully set forth herein. Under this solicitation, the Board of Education intends to select qualified individuals, firm or agencies to perform the services for the District. The School District requests proposals from qualified individuals, firms or agencies interested in providing skilled nurses to the School District in accordance with the terms of this RFP.

Term:

The term of the resultant shall commence upon award through June 30, 2026. The District reserves the right to renew the resultant contract for an additional one (1) year term upon approval of the Board of Education. The District reserves the right to terminate the contract for any reason upon thirty (30) days written notice to the successful Proposer(s). No contract becomes binding until the necessary funds have been approved. The successful Proposer(s) will execute a contract with the District in substantial conformance with this RFP and the successful proposal.

Scope of Services:

The School District requires licensed, experienced and qualified individuals, firms, or agencies to provide skilled nursing services through registered nurses and licensed practical nurses for the provision of school health services to the School District's students on an **as-needed basis**. Assigned nurses will be required to provide nursing services to students including medically fragile students who require skilled nursing services as prescribed by students' physicians, or as provided for in an Individualized Education Plan ("IEP") or 504 plan. Required nursing services include but are not limited to the care, cleaning and use of feeding tubes, tracheotomies, colostomy bag, administration of intravenous and oral medications, administration, maintenance and assistance in the use of oxygen tanks and other such interventions as medically necessary. The successful Proposer will be required to deliver skilled nursing services to students attending schools in-District and out-of-District, as necessary.

Proposers must have the ability to furnish skilled nurses to the School District upon twenty-four (24) hours' notice. Notwithstanding, Proposers must have the ability to provide skilled nursing services within one (1) hour of School District contact in the event that the need arises. It is understood and agreed that all services provided pursuant to this Agreement shall be coordinated with the Director of Special of Education or designee of the District. All reports and

documents generated in connection with this Agreement shall be provided to the Director of Special of Education or designee of District.

The successful Proposer shall provide the School District with a copy of any reports, testing and/or observation reports prepared in connection with the services.

The School District does not anticipate that the successful Proposer will be required to perform Medicaid billing. However, the successful Proposer will be required to provide documentation and other assistance as is necessary to perform Medicaid billing or other reporting.

The skilled nursing services will be performed on an as-needed basis. The School District is seeking skilled nurses to deliver services on both a part-time and full-time basis. The School District does not guarantee any particular volume of work as a result of this contract.

The School District reserves the right to make multiple awards as a result of this Request for Proposals.

Qualifications of Proposer:

Proposers are required to be licensed and qualified to perform the services set forth herein. All individuals performing services for the School District shall be licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. Proposers shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders.

Proposers shall have at least three (3) years' experience in the provision of the proposed service(s) for school districts and/or similar organizations is required. Preference will be given to firms with experience in school settings. Proof of licenses and/or certifications must be submitted with each proposal.

In addition to providing proof of the qualifications set forth below, in setting forth its qualifications, each individual or firm submitting a proposal shall:

- Provide evidence of an individual's experience and qualifications in the specific area of nursing.
- Provide evidence of the individual/firm's licensing to provide the within skilled nursing services.
- Provide evidence of the individual/firm's licensing to practice in the State of New York.
- Describe the individual's or firm's experience and expertise focusing on nursing services provided for school districts or related entities and medically-fragile student populations.
- State the name(s) of the officer(s) and provide an organizational chart for the Proposer.

- State the names and credentials of all principals, employees or independent contractors that might be assigned to the School District and provide their résumés.
- Provide any other information that might be beneficial to the District.

The successful Proposer understands and agrees that it shall comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances, including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The successful Proposer shall adhere to all requirements and protocols as established by the School District and the State Education Department of New York: to wit, but not limited to, fingerprinting. The successful Proposer further agrees and understands that all individuals providing services to the School District must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE legislation prior to providing services to the School District. In the event that the successful Proposer sends an individual to the School District who has not obtained the fingerprinting clearance with the State Education Department, the School District shall have the right to immediately terminate the contract.

Cost:

State the hourly rates at which the skilled nursing services would be provided to the District. The School District is seeking registered nurses and licensed practical nurses. Travel costs will not be paid. In addition, state which principals and/or staff members are expected to perform the services. Please include:

- A. For each individual whose résumé is provided, the regular hourly rate and the hourly rate being quoting for this contract. Separately provide full day and half day rates including the number of hours comprising a full day and a half day.
- B. For each work item excluded from the hourly rate, state the excluded item and include the rate associated with that specific item of work.
- C. The total cost for the engagement for the 2025-2026 School Year based upon an estimated school year of 180 days.

Proposals:

Respondents should submit one (1) original and two (2) copies of their proposal and include a USB drive. Proposals must be received no later than December 3, 2025 by 10:00 am. Proposals must be addressed to:

Hillary Thompson
Purchasing Agent
Mount Vernon City School District
165 North Columbus Avenue
Mount Vernon, NY 10553

To prevent opening by unauthorized individuals, your proposal should be clearly identified on the envelope wrapper as follows:

**RFP # 25/26-08: Skilled Nursing Services
December 3, 2025 by 10:00 AM**

Questions concerning the RFP should be in writing and directed to Michelle McKitty-Bromley via email at mmckitty-bromley@mtvernoncsd.org with a copy to Hillary Thompson via email at hthompson@mtvernoncsd.org. All questions or requests for clarification must be submitted no later than November 19, 2025 at 1:00 p.m. All responses to questions concerning this RFP or requests for clarification will be issued in writing in the form of an addendum.

Any proposal may be withdrawn or modified by written request of the Proposer, provided that such request is received by the School District at the above address prior to the date and time set for receipt of proposals.

All proposals are requested to include the following structure:

- Transmittal Letter (signed by an authorized representative)
- Proposer Qualifications: Please refer to Qualifications section above. In addition to those requirements:
 - Provide a summary that includes:
 - a. Name and Title of individual submitting RFP.
 - b. Name of agency, business address, telephone number, fax number and email address.
 - c. Provide evidence of individual's or agency's licensing and qualifications in providing skilled nursing services .
 - d. Describe the individual's or agency's experience and expertise in providing skilled nursing services in a school setting.
 - e. Identify the nature of any potential conflict of interest the individual or agency might have in providing these services to the District.
 - f. Provide a listing and description of similar contracts awarded by public school districts or other educational institutions with dates of service.
 - g. Provide any other information that might be beneficial to the District.
 - h. Provide evidence of insurance as per the attached "Service Provider Insurance Coverage Requirements."
 - i. **Respond to one (1) of the following:**
 - i. *For those providers practicing as an individual or a partnership, list all the names and license numbers of each owner as currently registered with the NYS Department of Education;*
 - ii. *For those providers practicing as a business corporation, identify the corporate name and the registration number on file with the NYS Department of Education;*
 - iii. *For those providers practicing as a Professional Corporation (P.C.), list the*

- names of the stockholders and officers of the P.C. and the license number for each registered with the NYS Department of Education; or
- iv. *For those providers practicing as any other authorized legal entity, list all the names and license numbers of the members as currently registered with the NYS Department of Education.*
- j. References for at least three school districts or institutions of similar size, preferably in Westchester County or New York State. Include the name of the district or institution, contact name, address, phone number, fax number, size of district or institution, and brief description of services provided.

Proposers must complete the Form of Proposal with the information required. Proposers shall provide a rate sheet attached to the Form of Proposal. Proposers shall provide hourly rates for each of the skilled nursing services requested. Include a separate sheet detailing descriptions of the services included for the prices noted. Include any other cost and price information that would be contained in a potential agreement with the District.

This RFP does not commit the Mount Vernon City School District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The Mount Vernon City School District intends to award a contract on the basis of the best interest and advantage to the Mount Vernon City School District as a whole, and reserves the right to accept or reject any or all proposals received as a result of this RFP, to waive any informalities, to negotiate with all qualified Proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the School District to do so. The School District may select as the successful Proposer that proposal which is the District's sole discretion and with whatever modifications the School District and the Proposer may mutually agree upon, best meets that School District's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the School District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful Proposer.

Evaluation Procedures:

The School District will review qualifications of the Proposers and responsiveness of the proposal.

Evaluation Criteria:

- Compliance with Qualification requirements
- Nursing experience of staff assigned to engagement
- Knowledge and experience of New York State School District Regulations
- Knowledge and experience in the provision of skilled nursing services in the school setting
- Ability to respond quickly to issues that may arise
- Evaluation and consultation approaches
- Professional fees

Final Selection:

The Board of Education will select the individual or firm based upon the proposals and the recommendations of the School District's administration. Following notification of the individual or firm selected, a contract will be executed between both parties for the current school year commencing upon award and ending on June 30, 2026. The selected Proposer(s) must be prepared to begin work immediately.

Form of Agreement:

Upon award of the contract, the Proposer agrees to enter into a formal written agreement with the District, which agreement shall outline in detail the duties and obligations of the Proposer in connection with the performance of the services to be provided hereunder.

The terms and conditions set forth in the within Request for Proposals, including the insurance requirements, shall be incorporated into the Form of Agreement and shall form a part of the Agreement executed by the Board of Education and the successful Proposer. All contracts are subject to the review and modification of legal counsel to the District and approval by the Board of Education.

NO CONTRACT BECOMES BINDING UNTIL THE NECESSARY FUNDS HAVE BEEN APPROVED FOR THE FISCAL YEAR DURING WHICH THE CONTRACT IS IN EFFECT.

Appendix A
Service Provider Insurance Coverage Requirements:

I. Service Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Service Provider and District from claims set forth below for which service provider may be legally liable, whether such operations be by Service Provider or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Service Provider hereby agrees to effectuate the naming of the District as an additional insured on the provider's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract

II. The policy naming the District as an additional insured shall:

- Purchase an insurance policy from an A.M. Best rated "secured" insurer, licensed in New York State.
- State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - State that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual conduct.
- The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the Service Provider (e.g., nursing services) that are covered by the commercial general liability policy and the umbrella policy.
- At the District's request, the Service Provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Service Provider will provide a copy of the policy endorsements and forms.

III. Required Insurance:

- **Commercial General Liability Insurance**
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person

seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online:

http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Service Provider performed under the contract for the District. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.

- **Excess Insurance**

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis. (*Higher limits may be required depending on the type and size of the agreement and services.*)

IV. Service Provider acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The Service Provider is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

V. The consultant/provider further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also, as the District's insurer.

VI. In the event that any of the insurance coverage to be provided by Service Provider contains a deductible, Service Provider shall indemnify and hold District harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Service Provider.

VII. Service Provider shall provide District with evidence of the above insurance requirements upon execution of an Agreement with the District. Service Provider further acknowledges that its failure to obtain or keep current the insurance coverage required shall constitute a material breach of contract and subjects Service Provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages District sustains as a result of this breach. In addition, Service Provider shall be responsible for the indemnification to District of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.

VIII. Prior to commencement of services, Service Provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined in the Agreement between the parties.

**Appendix B
Proposal Sheet**

Name of Proposer _____

Contact Name and Title _____

Address _____

Telephone # _____ Fax # _____

Website _____ E-Mail _____ Fed Id # _____

SKILLED NURSING SERVICES

The Proposer submits the below prices to furnish the above-described skilled nurses in accordance with the terms and conditions of this RFP. Proposers shall attach a rate sheet defining the number of hours comprising the per diem and half day rates. Any other rates or terms governing the contract shall be set forth on the rate sheet.

Registered Nurse:

\$ _____ per hour

\$ _____ per diem

\$ _____ per half day

\$ _____ per hour overtime rate

Travel costs will not be paid.

Licensed Practical Nurse:

\$ _____ per hour

\$ _____ per diem

\$ _____ per half day

\$ _____ per hour overtime rate

Travel costs will not be paid.

ATTACH PROPOSER'S COST PROPOSAL

NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he/she/it will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. 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 subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or 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.

(b) 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 foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above 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 designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has 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 to be 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 certifications referred to in subdivision I of this section, shall be deemed to have been 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 corporation.

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

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 20____

THIS FORM MUST BE SIGNED AND NOTARIZED
*****SUBMIT WITH PROPOSAL*****

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE MOUNT VERNON CITY SCHOOL DISTRICT, FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED;
2. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE MOUNT VERNON CITY SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE MOUNT VERNON CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE MOUNT VERNON CITY SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Subscribed and sworn to before me

this ____ day of _____ 20__

(Person, Firm or Corporation)

Notary Public of Commissioner of Deeds
Commission Expires _____

(Authorized Signature)