Lyford CISD

RFP 1095OTPT

Occupational Therapy and Physical Therapy Services

Date Due: September 23, 2026

Time Due: 4:00 PM

Company Name: ____

Company Address: ____

City, State, & Zip: ____

Taxpayer I.D. #: ____

Telephone #: ________________ Fax #: ______________ Email: ______________________

Print Name: ____

Signature: ____

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this project. Contract is not valid unit LCISD Board has approved the award. Carefully read entire proposal document and specifications. Complete all forms and submit bid with all appropriate supplements.

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Items checked below represent components which comprise this proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Respondent's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

General Terms & Conditions

1. **INSTRUCTIONS:** These instructions apply to all quotations and becomes part of the terms and conditions of any proposal submitted unless vendor takes exception in writing when submitting quotations.

2. **FORM:** Quotations must be submitted online. Proposals/ Bids not submitted on District's Vendor Portal will be rejected.

3. **PROPOSAL/BID RETURN:** The original proposal form must submit via the Vendor Portal for projects listed on the Lyford CISD website. The link is provided under this paragraph. The bid is titled **Occupational Therapy and Physical Therapy Services;** any questions should be sent through the BonFire portal. The direct link to the portal is https://lyfordcisd.bonfirehub.com/portal/?tab=openOpportunities

4. **LATE PROPOSALS/BIDS:** Proposals must be uploaded to the portal prior to the closing date and time. **NO LATE PROPOSALS/BIDS WILL BE ACCEPTED.** Proposals/Bids received after the time and date specified will not be considered and shall be returned to the vendor unopened.

5. **ACCEPTANCE**: Lyford CISD reserves the right to reject any and /or all proposals /bids and to make awards on the individual items as they may appear to be most advantageous to the District and to waive all formalities in the proposal/bid process.

6. **ERROR / QUANTITY:** Proposals/ bids must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit prices shall govern. Any suggestions as to quantity, to secure a better price, are welcomed.

7. **F.O.B. / DAMAGE:** Quotations shall be proposed F.O.B. destination; Lyford CISD Maintenance Dept., 13142 Bulldog Ave, Lyford, Texas 78569, and shall include delivery and packaging costs. The Lyford CISD assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the district.

8. **FIRM PRICES:** Proposal/bid prices must be for a minimum of 90 days from the date of the proposal/bid closing. In case of Annual Contract Request for Quotations, the price must remain firm for the period as specified on the proposal/bid. "Discount from List" proposal/bid are not acceptable unless specifically requested.

9. **AUTHORIZED SIGNATURE:** Proposals/bids **MUST** show full name and address of the vendor and be manually signed. Failure to do so will disqualify proposal/bid. Person signing proposal/bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

10. **WITHDRAWAL / ALTERATION OF BIDS:** Proposals/bids CANNOT be altered or amended after opening of the proposal. No proposal/bid may be withdrawn after opening without acceptable reason in writing and with the approval of the CFO.

11. **INVOICES:** Invoices and statements shall be sent directly to the Lyford CISD Accounts Payable Department, PO Box 220, Lyford, Texas 78569. Payments are processed according to the Vernon's Texas Civil Statues, Article 601f, the Prompt Payment Act, and after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Lyford CISD purchase order number.

12. **CASH DISCOUNT:** Normal payment terms are net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the school for early payment should be noted. Discounts may be considered in determining low proposal/bid.

13. **TAXES:** Lyford CISD is exempt from State Sales taxes. **Tax must not be included in the proposal/bid.** Tax exemption certificates will be executed by the District and furnished upon request.

14. **INSURANCE:** If insurance and /or workers' compensation are required by the District for said proposal/bid item(s), proof of insurance and /or workers' compensation should be submitted with the proposal/bid. The District reserves the rights to review all insurance policies pertaining to proposal/bid item(s) to guarantee that the proper coverage is obtained by the vendor.

15. **SPECIFICATIONS/ REQUIREMENTS:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. If other than specified brands of items are offered, please complete (DEVIATIONS FORM) and include specifications, illustrations and complete descriptive literature must be submitted with proposal/bid unless previously filed with the CFO. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities.

16. **WARRANTY/MAINTENANCE AGREEMENT:** Any information regarding warranties and/or maintenance agreements pertaining to said proposal/bid items) are to be included in the proposal/bid.

17. **DELIVERY PROMISE/PENALTIES:** Quotations must show the number of calendar days required to place the materials in the possession of the school. DO NOT quote shipping dates. Failure to specify the delivery date will obligate vendor to complete delivery in two (2) weeks from the date proposal/bid was awarded. Unrealistically short or undue long delivery promises may cause the proposal/bid to be disregarded. Consistent failure of a vendor to meet his delivery promises without a valid reason may cause removal from the vendors list. When delivery can be foreseen, the vendor shall give prior notice to the CFO, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The vendor must keep the CFO informed at all times on the status of the order. When the contractor cannot abide by terms and conditions in fulfilling his contract, contractors must supply service or supplies from other sources at contract price. If contractor delays in this, Lyford CISD reserves the right to purchase on the open market, and charge the contractor, the difference between the purchase order price and the contract price.

18. **PACKAGING:** Unless otherwise indicated, items will be new, unused and in First Class condition in containers suitable for damage-free shipment and storage. The vendor shall be responsible for packing, shipping, freight, express charges, and hauling charges, and shall see that all containers delivered to the site are new and unopened. The vendor shall also be responsible and assist the District with any claims against carrier for any concealed damages. Any damaged articles shall be replaced, repaired, or refinished and left in perfect condition.

19. **DELIVERY TIME:** Deliveries will be accepted only during normal working hours, 7:30 A.M. to 12:00 P.M. and 1:00 P.M. to 4:30 P.M., Monday through Friday at the designated School facility or facilities. All items shall be delivered no later than thirty (30) days after receiving purchase order (s), unless an extension of time has been granted in writing by Lyford CISD.

20. **TIE PROPOSALS/BIDS:** Consistent and continued tie proposals on any commodity could cause the rejection of all proposals/bids by the CFO and/or investigation by the Attorney-General to determine possible Anti-Trust violation.

21. **PATENT RIGHTS:** The vendor agrees to protect the District from any claim involving patent right infringement of copyrights on goods supplied.

22. **NO PROPOSAL/BID:** Quotation forms must be returned at once if vendor is unable to quote.

23. **PROPOSAL/BID EVALUATION**: All proposals/bids are evaluated for compliance with specifications before the proposed price is considered. Response to specifications is primary in determining the best low proposal.

24. **SAMPLES:** Samples may be requested for testing by Lyford CISD. Any sample that fails testing shall be considered sufficient reason to reject a proposal/bid. If not destroyed in examination, they will be returned to the vendor on request at his expense.

25. **FACTORS IN AWARDING PROPOSALS/BIDS:** The vendor awarded the proposal/bid may be selected based on the information provided, but not necessarily limited to, the following factors:

    a) The purchase price;
    b) The vendor's time in this category of business;
    c) The quality of the vendor's goods or services;
    d) The extent to which the goods or services meet the District's needs
    e) The vendor's past relationship with the district;
    f) The impact on the ability of the district to comply with laws consider in selecting a vendor.

26. **RIGHT TO PURCHASE:** The District reserves the right to buy any and/or all supplies from any vendor.

27. **THE RIGHT TO AWARD:** The District reserves the right to award the proposal/bid in its entirety, partially, reject it, or to award the proposal to multiple vendors. A listing of awarded vendors will be available online at www.lyfordcisd.net under Departments/ Business Office/Board Approved Vendors.

28. **RIGHT TO INCREASE OR DECREASE ORDER:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Vendor's proposal/bid will be adjusted in accordance with the unit price quoted therein.

29. **WORKMANSHIP WARRANTY:** Except as otherwise specified, the vendor warrants and guarantees all work against defects in materials, equipment, or workmanship for one year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the vendor shall remedy the defects and replace any property damaged from occurring within the warranty and guarantee period. Neither the final payment nor any provision of the purchase order shall relieve the vendor of responsibility for faulty materials or workmanship. If the vendor, after notice by the District, fails to proceed promptly to comply with the terms of the warranty and guarantee, the District may have the defects corrected and the vendor and his surety shall be liable for all expenses incurred.

30. **INSTALLATION:** (If included in specifications) The successful proposer/bidder shall provide the following services and requirements at no additional cost above the initial proposal price on equipment or furniture. Provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, complete assembly and adjustment by a trained installation mechanic and removal of all debris. Equipment is to be complete including operating/owner's manuals, wiring, and piping, and made ready for electrical and/or fluid service connection by the School District. After connections, make the machine ready, start up, analyze, and correct any malfunctions of the equipment. Provide all materials equipment and labor to place machinery in top operating conditions or to fully assemble furniture.

31. **PAYMENT:** Payment shall be made according to Vernon's Texas Civil Statue 601f, referred to as the Prompt Payment Act, after satisfactory fulfillment and delivery of furniture, equipment, supplies, goods and services to site as indicated on the purchase order.

32. **VENUE:** It is understood and agreed that nothing in these General Conditions shall be construed as an agreement by which the undersigned parties are waiving any statutory defenses or immunities to which they may be entitled, nor is it to be construed as an agreement to indemnify against claims or causes of action prohibited by law or which are precluded or limited by the Texas Tort Claims Act or any other local, state or federal laws. It is further understood and agreed that this agreement shall be construed and interpreted pursuant to Texas law, and venue of any causes of action or disputes arising from the terms or agreements contained herein shall be in a court of competent jurisdiction in Willacy County, Texas.

33. **WHEN TO COMMENCE:** The vendor shall begin his work upon receipt of a purchase order and/or written notice from the District.

34. **NON-APPROPRIATION CLAUSE:** Renewal of multi-year contracts will be in accordance with Local Government Code 271.903. Lyford CISD reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

35. **HARMLESS FROM NEGLIGENCE CLAUSE:** It is understood and agreed that Vendor shall indemnify and hold Lyford CISD harmless from all claims for negligence, gross negligence, violations of civil rights, and intentional torts resulting directly or indirectly from Vendor's products and/or performance.

36. **COMPLIANCE OF FEDERAL, STATE, & LOCAL STATUTES:** It is understood and agreed that in providing Lyford CISD any service under any Agreement, Vendor shall observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

37. **PERFORMANCE AS INDEPENDENT CONTRACT:** It is understood and agreed that Vendor shall perform the services under this Agreement in accordance with generally accepted standards applicable thereto. It is further understood and agreed that Vendor shall perform hereunder as an independent contractor under the sole supervision, management, direction, and control of Vendor. It is further understood and agreed that Lyford CISD shall look to Vendor for results only. It is further understood and agreed that Vendor's personnel and staff are employees of Vendor and shall not for any purposes be considered employees or agents of Lyford CISD.

38. **INVALID, VOID OR UNENFORCEABLE PROVISIONS:** It is understood and agreed that if any provision, section, subsection, paragraph, sentence, clause or phrase of these General Conditions, or the application of same to any person or set of circumstances, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions continue in full force and effect.

39. **EXTENSION CLAUSE:** This contract may be renewed for (1) one additional year if in the best interest of Lyford CISD and mutually agree with no increases in cost, except that incurred for the growth of district.

40. It is understood and agreed that any modification or amendment to this agreement by either party shall be done in writing and shall be signed by both parties.

41. I have read these standard terms and conditions and fully understand them, and will fully execute them, if I am awarded this proposal.

Print - Type Name of Company Officer	Title
Signature	Company Name
Address	City, State Zip
Telephone No. Fax No.	Date
Company Website	

Company Contact for Quotes (Name, email, phone #)

Please provide an email to be used for award notification purposes or questions

SCOPE AND INTENT

Scope: The Lyford Consolidated Independent School District (LCISD) is soliciting Request for Proposals for Occupational Therapy and Physical Therapy Services. Proposals shall include unit pricing per hour and must be all inclusive. LCISD will evaluate offers with regards to price, quality, suitablity and standardization. Awarded will be those determined to be the best value and in the best interest of the District.

Intent: LCISD seeks proposals from interested and qualified persons and firms (Contractor) capable of providing Occupational/Physical Therapy Services (Services) for students within the District having the need for the Services referred by the Special Education Program (Department).
Services will be rendered throughout the LCISD District campuses and off campus for homebound students (if requested).
One or more Contractors may be designated as approved "Primary" or "Secondary" Vendor(s) for services from this contract through the effective period of the award. In situations when obtaining services from the Primary Vendor(s) is not in the best interest of the District, staff may obtain services from the Secondary Vendor(s).
Respondents are to submit a their proposal that presents the Respondent's qualifications, understanding of the work to be performed and description of fees. The Respondent's proposal should be prepared simply and economically and should provide all the information pertinent to its qualifications that respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

RFP Potential Award: $51,000

Scope of Work The Lyford CISD Public Schools intends to acquire Occupational/Physical Therapy Services to provide such services to students with disabilities served in the district's programs for students receiving Special Education. The objective of these services is to provide Occupational/Physical Therapy Services for students who have been identified as eligible for these services or will be determined as eligible for services. The Contractor shall provide all services to the District on an as-needed basis. At a minimum, the Contractor shall:

-Conduct Occupational/Physical Therapy for students referred to Contractor by representatives of the Department;
-Provide occupational/physical therapy services as defined;
-Provide a written progress report for parents at the end of each six week grading period regarding the progress of each student receiving Occupational/ Physical therapy for an undetermined number of clients when and if the Department and the Director determine the need for any of the above services.

Occupational/Physical Therapy services as used herein shall include but not be limited to the following:

Student treatment programming (Individual Education Plans);
Department staff consultation;
Student consultation;
Parent consultation;
Attendance at Admission, Review, and Dismissal Committee meetings;
Written reports; and
Reasonable preparation time necessary to provide any of the above.

The Contractor agrees that it will permit the Coordinator for the Department to examine and evaluate the Contractor's program of services provided under the Contract and to inspect all records relating to these services, as they apply to clients for the Department. The Contractor will also furnish to the Department, within three (3) business days, such information, in writing, as may be requested relating to the services. Contractor shall furnish to district evidence of a current license and other professional credentials.

The Department shall be responsible for obtaining consent/release and social case history and providing same to the Contractor.
The Contractor shall, at Contractor's expense keep or cause to be kept for five (5) years following the provision of the Services accurate and complete records in an adequate filing system. Contractor shall furnish LCISD on written request copies of all such records to the extent such records are not prohibited from disclosure to LCISD by applicable law.

FEES AND PAYMENT TERMS

Respondents are to provide a fee proposal with this submittal.
In consideration for provision of Services, the District shall pay the Contractor an hourly/daily/monthly rate for services rendered as all inclusive. The hourly/daily/monthly rate should include travel expenses.
The Department will periodically request the Contractor to travel within the District to perform the Services.
All invoices for Contractor's services shall include the following:
-a record of the services performed;
-the date(s) service were performed; including the name and recipient of service
-The Department will pay all statements within thirty(30) days of the date submitted to the Department

Work Day

-7:30 am to 4:10pm
-Early release days 7:30 am to 12:20 pm

Daily operating procedures.

1. Check in process: Sign in/out at front office daily. Notify the campus of the student who will be receiving services.
2. Identification: Wear the indentification information provided by the front office.
3. Check out at the end of day: Return the ID to the front office upon completion of the school day or services requested.
4. Absences: Please call ahead (preferably 24 hours) so the school may make arrangements.
5. Background check on all individuals must be complete before entering the campuses.

Must be included with RFP:
1. Certification:
Documents shows current and valid certification in the field of practice.

2. Background Check:
District form signed with driver license or identification per person providing services. This form is for each individual who will have direct contact with students.

3. SHARS/Medicaid Billing Information
Please include your NPI and TPI numbers. Individuals providing services will be expected to submit their services for reimbursement to the school district.

Evaluation Criteria:

Price/Cost:	25
References/Reputation:	25
Experience in the field:	25
Capability/Capacity:	25
Total:	100

Federal Funding Disclosure

LCISD anticipates the possibility of federal funding being utilized for some of the requirements. LCISD has elected to solicit this invitation to be bid under the requirements set forth by the Code of Federal Regulations (CFR) Title 2 Grants and Agreements, Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). Compliance guidelines have been included under the attachments section.