

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To: Date: February 14, 2017
..... RFP No. 006-2017 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Wednesday, March 15, 2017 @ 4:00 o'clock p.m. Atlantic Standard Time.**

SCOPE OF SERVICES: ATTACHED

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals, the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include **(i)** Professional qualification, registration and general reputation of the principals of the firm or person; **(ii)** the extent to which the firm or person specializes in therapeutic services to students with special needs or of similar scope to the hereunder; **(iii)** familiarity with the location in which the service is to be performed; **(iv)** quality of current and past performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then be commenced with the second most qualified, the third most qualified or additional firms, in order to preference and their competence and qualification, and shall continue until an agreement is reached.

Timothy L. Lake
Acting Commissioner of Property and Procurement

INSTRUCTIONS TO PROPOSAL

A. NOTICE

RFP-006-2017 (P) To Provide Therapeutic Services to Students with Special Needs in the St. Thomas/St. John and St. Croix School Districts

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work with care, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate, but is not be to consider in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Ms. Dazarene Lescott** at dazarene.lescott@dpp.vi.gov. **All requests will be forwarded to Mr. Anthony Thomas, Department of Education Chief of Staff, Commissioner's Office.**

B. STATEMENT OF PURPOSE

RFP-006-2017 (P) To Provide Therapeutic Services to Students with Special Needs in the St. Thomas/St. John and St. Croix School Districts

C. PROPOSE SCOPE OF SERVICES

See Attached

D. TIMETABLE

1. Last day for requests for written clarification will be **Tuesday, February 28, 2017 @ 4:00 p.m.** Atlantic Standard Time
2. Proposals will be accepted at Department of Property & Procurement, no later than **Wednesday, March 15, 2017@ 4:00 p. m.** Atlantic Standard Time

E. SUBMISSION OF PROPOSAL

All interested parties shall submit *six (6)* sets of proposals, One (1) Original and Five (5) Copies which are to be delivered to the Department of Property and Procurement, no later than **Wednesday, March 15, 2017 @ 4:00 p. m.** Atlantic Standard Time.

They shall be addressed to:

Timothy L. Lake
Acting Commissioner
Department of Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

The sealed envelope containing the proposal must have the following information written on the outside of the envelope:

SEALED PROPOSALS-DO NOT OPEN
RFP-006-2017 (P)
(Name of Bidder)
(Mailing Address of Bidder)
(Telephone Number of Bidder)
(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property and Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw or cancel or modify his proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Acting Commissioner of Department of Property and Procurement Timothy L. Lake**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the vendor's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Introductory letter about the applicant:
 - a. Name, address, fax and telephone numbers.
 - b. Type of service for which individual/firm is qualified.
2. Organization:
 - a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for assignment. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (minimum of three (3) notarized references with written consent from the authorized representative which must include: name; telephone number; email address and facsimile number).
6. Project Approach:
 - a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost: The Cost Proposal must be submitted in a separate sealed envelope.**

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands to perform work with the Government of the Virgin Islands until evidence is submitted that the said firm or individual has a valid V.I. Business License to do business in the Virgin Islands. Bidders must submit hard copy of a valid V.I. Business license within ten (10) business days after award.

All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy (ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for anyone occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for anyone occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of project the successful bidder must submit a copy of their certificate providing that his firm and his agents are covered by Workers' Compensation Employee's Liability Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATED WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.**

N. REQUIREMENTS FOR CORPORATION

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION
3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



THE VIRGIN ISLANDS DEPARTMENT OF **EDUCATION**

1834 Kongens Gade
St. Thomas, U.S. Virgin Islands

**REQUEST FOR PROPOSALS (RFP)
FOR
Therapeutic Services to Students with Special Needs**

I. GENERAL INFORMATION

A. PURPOSE / OVERVIEW

The Purpose of this Request for Proposal (RFP) is find a contractor to provide the Department of Education (“VIDE” or “the Department”), Offices of Special Education with Occupational Therapists, Physical Therapists, Speech Therapists, Vision Specialists/Teachers and other therapists (“Therapists”), who would provide related services to designated special education students in the St. Thomas-St. John (“STTJ”) and St. Croix School (“STX”) Districts in the United States Virgin Islands.

Each school year, the needs of the districts change, and the selected contractor must have the capacity to accommodate the changed needs of the Department to provide particular therapists needed for each school year under the contract term.

B. BACKGROUND

Virgin Islands Department of Education

The Commissioner of Education heads the Virgin Islands Department of Education, including the Virgin Islands Public School System. The Territory of the United States Virgin Islands is divided into two (2) school districts – the St. Thomas-St. John school district and the St. Croix school district. The two (2) school districts are managed and directed by Insular Superintendents with the day-to-day operations of each school district being managed with district offices on St. Thomas and St. Croix. The following contains additional information concerning the two (2) school districts:

ST. THOMAS/ST. JOHN SCHOOL DISTRICT	Number
Schools	15
Elementary Schools	10
Middle Schools	2
Junior High School	1
High Schools	2
Programs	3
Day Adult Program	1
Skill Center	1
Alternative Ed Program	1
Total Schools and Programs	18
Number of Students	7,069
ST. CROIX SCHOOL DISTRICT	
Schools	13
Elementary Schools	8
High Schools	2

Junior High	3
Programs	3
Adult Ed	1
Alternative Ed	1
Career and Technical Ed	1
Total Schools and Programs	16
Number of Students	6,453
BOTH DISTRICTS	
TOTAL NUMBER OF VIDE REGULAR K-12 SCHOOLS	28
TOTAL NUMBER OF PROGRAMS	6
TOTAL NUMBER OF STUDENTS	13,522
TOTAL NUMBER OF TEACHERS/ADMINISTRATORS	1,203

On the island of St. John, two (2) schools serve the elementary and middle school student population. The senior high school students from the island of St. John are served by schools on the island of St. Thomas.

Each District has an Office of Special Education (“OSE”), which is responsible for the management of services provided to special education students ages three to twenty-one (3 - 21) in accordance with their Individualized Education Programs (IEPs).

The OSE in the STTJ District currently serves approximately 560 students and the OSE in the STX District serves approximately 732 students in the territory’s’ public, private and parochial schools.

The District Offices of Special Education has been designated and will serve as the DOE liaison on this project.

C. ADMINISTRATIVE STRUCTURE

Honorable Sharon A. McCollum, Ph.D. heads the Virgin Islands Department of Education. The Department has two (2) school districts, the St. Thomas-St. John School District, and the St. Croix School District that are managed and directed by Insular Superintendents. The official physical and mailing to be used for any correspondence or delivery of paper reports address for the DOE is as follows:

Virgin Islands Department of Education
1834 Kongens Gade
St. Thomas, US Virgin Islands 00802-6742

Honorable Timothy Lake, Acting Commissioner of the Department of Property and Procurement (DPP), and other personnel at DPP, will manage the bidding, negotiation, and contractual processes. DOE’s Division of Procurement and District Office(s) of

Special Education will serve as the liaison between the selected contractor and agencies of the Virgin Islands Government in contract preparation.

D. CONTRACT TYPE

The contract awarded under this RFP will be for professional services. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government.

E. CONTRACT TERMS

Unless otherwise agreed pursuant to negotiations, the term of the contract awarded under this RFP shall be for a period of three (3) years, with up to two (2) one (1) year options to renew, upon mutual agreement between the Government and the selected contractor.

F. SELECTION OF CONTRACTOR

A contract shall be negotiated with a proposer deemed to be the most qualified and responsive to this solicitation. Such a proposer is one, which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Government's decision in selecting the provider. These factors include, but are not limited to, proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, and specialty in providing similar services; quality of supporting resources; and responsibility status.

The proposer shall also meet the following requirements:

- (1) Provide description of the proposer's organization.
- (2) Provide history and background of organization.
- (3) Demonstrate complete knowledge, qualifications, and a minimum of ten years experience in providing similar services.
- (4) Demonstrate quality staffing experience and provide staffing matrix of members that will be assigned to the services
- (5) Demonstrate ability and capability to deliver on all aspects as described in Section II.
 - Proposers should present their vision of how they propose meeting DOE's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services and Deliverables* as defined in this RFP.
- (6) Provide at least three (3) professional references (project references).
- (7) Demonstrate the ability to perform services on-site in DOE's facilities.

H. INCURRED COSTS

The Government of the Virgin Islands is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

I. LATE PROPOSALS

Any Proposal received after the exact time specified for receipt will not be considered.

J. GIFTS FROM CONSULTANT

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

K. LICENSES, FEES & TAXES

1. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold Government harmless for all claims arising from payment of such taxes and fees.
2. The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

L. PROPOSAL FORMAT

Each proposal must also meet the following minimum requirements:

Part I: Narrative

1) Table of Contents

This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.

2) Executive Summary/Proposal Overview

This section must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Pricing information must not be included in the Executive Summary.

3) Required Parts and Documents

The proposal must include components of Section I. F.

4) Technical Response

Demonstrate ability and capacity to provide services described in Section II. In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services* as defined in this RFP.

Part II: Cost Proposal

The proposal shall provide the proposed compensation for the services to be provided as described in Section II. Costs must be delineated by including the proposed rate per hour for each therapist/specialist.

II. SCOPE OF SERVICES

Overview

The Contractor shall provide the Department of Education, with Physical Therapists, Occupational Therapists, Speech Language Pathologists/Therapists (English-speaking and Bilingual - Spanish and Haitian Creole), Vision Specialists/Teachers, Assistive Technology Assistants, Speech Therapist Assistants, Occupational Therapist Assistants, Sign Language Teachers, Board Certified Behavior Analysts (BCBAs), School Psychologists (English Speaking and Bilingual - Spanish and Haitian Creole) and any other therapists (“therapists”) specified by the Department who will provide related therapy services to designated special education students ages three to twenty-one (3 - 21) in accordance with their IEPs.

During the academic school year, generally August through June, the therapists shall work a maximum of forty (40) hours per week during the school year, exclusive of holidays recognized by the Contractor. During the summer for compensatory summer sessions, generally June through July, the therapists shall work a maximum of thirty (30) hours per full week. The school calendar is subject to change from year to year.

Therapists will report to the respective Office of Special Education and will be given assignments by the Special Education Director or designee. Their time sheets are verified and signed by the Director before submittal to the Contractor.

The Contractor’s therapists shall provide the following services, including but not be limited to:

- a) Therapy evaluations.
- b) Individualized treatment programs for students.
- c) Verbal/written presentations at scheduled case.
- d) Conferences or Individualized Education Programs (IEPs).
- e) Demonstration of and instruction in therapeutic strategies to school staff and instruction or parents to ensure follow-up or therapy in school and family programs.
- f) Re-evaluations and modifications of treatment programs specified on students’ IEPs when necessary.
- g) Preparation and submission of systematic written documentation on therapeutic intervention provided to each student.
- h) Therapeutic services for students with disabilities from the private schools generally between the hours of 3:00-5:00pm.
- i) Other services related to physical, occupational, behavioral and speech therapies, which the Department may require.

TASKS

1. The Contractor will provide traveling therapists as required to fill the positions as indicated by the Government.
2. The Contractor shall be responsible to provide therapists, who are willing and capable of providing the services under this Contract which requires:
 - a. Serving all designated special education students between the ages of three to twenty-one (3 - 21) in accordance with their IEP.
 - b. Serving all designated special education students between the ages of three to twenty-one (3 - 21) at their particular placement in accordance with their IEP, whether in the school, home or other setting, as required by the IDEA.
 - c. Serving all designated special education students from private schools as identified by the OSE.
 - d. Any refusal to provide said services unless reasonable, will result in immediate removal and request for dismissal of the employee.
3. The Contractor shall conduct a reasonable investigation into the work experience, background, character, and qualifications of all individuals hired by the Contractor to provide therapy services to the Government, to facilitate the recruitment, hiring and retention of well-qualified practitioners. Including obtaining the following, a copy of which shall be provided to the Government upon its request:
 - a. Current CPR certification.
 - b. Minimum of one (1) year experience within the past three (3) years.
 - c. Personnel are to have experience within the clinical area assigned or as approved by the Government.
 - d. Minimum of two (2) satisfactory references as to clinical competency and reliability.
 - e. Documentation of health clearance meeting statutory and individual facility requirements, to include Hepatitis B vaccination or declination, TB Test or X-Ray.
 - f. Eighty percent (80%) passing score on any pre-employment/placement tests administered by the Contractor.
 - g. Negative drug screen as a condition of employment with Contractor.
 - h. Annual criminal background checks clear of convictions to include Sexual Offender Background Investigation Report
 - i. Completion of the Contractor's skills inventory for areas of expertise.
 - j. Completion of Health Insurance Probability & Accountability Act (HIPPA), in service/orientation.
 - k. Annual OSHA and other in-services as required by appropriate regulatory bodies.
4. The Contractor will provide the Government with background information on each traveling therapist, to commencement of employment at facility, including a completed application, skills checklists, references, valid state licensure and H-1 VISA (if applicable).

5. The Contractor must conduct pre-employment screening before hiring a new employee under this Contract.
6. The Contractor must demonstrate that it utilized due diligence in hiring. That means that Contractor must take reasonable steps to determine a job applicant is fit for the particular job.
7. In the event that any personnel hired by the Contractor to perform services under this Contract, has been found to have been convicted of committing, is accused of committing criminal acts, or engages in conduct the Government deems is inappropriate or may pose a risk to the health, safety, or well-being of students receiving direct services by that employee, the Government may request the termination of the employee and Contractor shall replace said employee.
8. The Contractor will be found liable for the acts and misconduct of its employees, if it knows or should know facts that would warn a reasonable person that the employee presents an undue risk of harm to third parties or co-workers in light of the work to be performed.
9. The Contractor will re-assign or dismiss any therapist, upon notice from the Office of Special Education and supporting proper documentation (if available) of unsatisfactory performance.
10. Other than upon notice of unsatisfactory performance (section 9) and request for termination for adverse criminal history or actions (section 7) from the Office of Special Education, the Contractor shall **not** reassign or dismiss any personnel, **unless** the Contractor provides prior written notice reasonably in advance and submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.
11. The Contractor shall make all reasonable attempts to replace employees that have been reassigned or dismissed as soon as reasonably practicable.
12. The Contractor is responsible for the satisfactory completion of its contractual obligation under the contract. Non-compliance with the terms of the contract will subject Contractor to all applicable federal and local penalties.
13. The Contractor will:
 - a. Comply with OSHA Regulation concerning “Occupational Exposure to Blood-borne Pathogens” by providing self-study general training modules to all traveling therapists;
 - b. Devote a 1-800 line for any questions travelers may have;
 - c. Provide the Hepatitis B vaccination series at no cost to traveling therapists who elect to receive it;

- d. Maintain and distribute an Exposure Determination and Control Plan to all traveling therapists; and
 - e. Ensure that proper follow-up evaluation is provided following an exposure incident.
14. The Contractor will employ and pay each traveling therapist on Contractor's payroll cycle. In addition, with professional liability, workers compensation and unemployment insurance, and cause a Certificate of Insurance to be issued upon request.
 15. The Contractor will assign a Marketing Account Manager or other authorized representative or consultation as needed.
 16. The Contractor will provide the Office of Special Education with a Coordinator for the screening and clinical skills assessments of traveling therapists.
 17. The Contractor will provide each traveling therapists with travel reimbursement for all transportation costs incurred in the performance of the duties set out in the contract.
 18. The Contractor will provide each therapist with furnished housing accommodations or housing stipend.
 19. The Contractor will provide proper authorization and reimbursement for post-exposure medical evaluation and follow-up to all traveling therapists who have had an exposure incident.
 20. Each therapist shall sign in upon their arrival and out upon their departure on specified attendance sheets at each school or other location.
 21. Each therapist shall submit monthly service logs to the Special Education Director for each student served during the month.
 22. Therapists will conduct initial and re-evaluation screenings/evaluations as part of the referral process.
 23. Speech Therapists will conduct hearing screenings and make referrals to the audiologist if student fails the hearing screening.
 24. Therapists shall become part of the Education Diagnostic Center (EDC) assessment team when conducting initial/re-evaluation screenings by participating in discussing assessment results.

III. NON-PERFORMANCE BY SELECTED CONTRACTOR

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

IV. NON WORKING DAYS

All holidays, whether local or federal, are generally considered as non-working, non-paid days for therapists under this Contract unless Contractor chooses to compensate therapists. Holidays specifically recognized by the Contract are New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, as well as those holidays set out on the Public School Calendars for Elementary, Junior High, and High Schools each applicable school year. The applicable Public School Calendars shall be provided to the Contractor within a reasonable time before the start of the academic school year.

Days lost due to exigent circumstances such as hurricanes, rain out days, strike days, or other official closure of schools are considered as non-working days, non-paid days for the therapists. Notwithstanding the last day of school that is designated in the Public School Calendars, the Government may recover such days as are necessary by extending the school year and/or the dates for Summer School, and by the parties entering into an extension agreement to this contract.

V. OPTION TO CHANGE THERAPISTS REQUESTED

In the event of the Department's desire to change the number and type of therapist provided in the Contract, according to the need of each District as determined by the Commissioner of Education or his or her designee, such adjustment need only be requested in writing to the Contractor, providing that such adjustment does not increase the compensation amount under the Contract.

VI. BILLING PROCEDURES and PAYMENTS

The Government will pay Contractor upon receipt of properly completed invoices to be submitted monthly. The invoices shall describe and document to the Government's satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule agreed upon by the parties. Each invoice must be accompanied by applicable supporting documents, including but not limited to monthly reports, daily individual student/client SOPA record, and any other deliverables due for the applicable invoice period.

Payment shall be considered timely if made by the Government within sixty (60) days after receipt of properly completed invoices, and verification that the services invoiced were provided

in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to the Contract or the services provided hereunder. Payment shall be sent to the address designated by the Contractor. The Government may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of the Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Government.

VII. THERAPISTS RATE of COMPENSATION

The proposer's proposal shall provide a rate per hour for each therapist for the services to be provided. Invoices shall be based on the agreed upon rates. In support on invoices, selected contractor will be required to submit attendance records signed by the respective District Directors of Special Education or their authorized designees. The compensation will be computed on the basis of each therapists' actual number of hours worked, which shall be eight (8) hours a day, Monday through Friday between the hours of 7:45 a.m. to 5:00 p.m., excluding lunch, during the regular school year; and six (6) hours a day, Monday through Friday between the hours of 7:45 a.m. to 3:00 p.m., excluding lunch, during the summer.

Additionally, the proposer's proposal shall provide a rate per hour for professional development services for therapists with experience in various areas of expertise including but not limited to using assistive technology and autism. These services may be utilized during professional development days, on weekends, or during the summer.

IV. CONTRACTUAL REQUIREMENTS

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) *Certificate of Resolution*, as to the authorized negotiator and signer of a contract.
- (2) *Current Virgin Islands Business License* issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original *Certificate(s) of Good Standing/Existence*, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original *Certificate of Good Standing, Certificate of Existence, or Certificate of Status* from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) *Articles of Incorporation or Organization*, as applicable; or documents governing operation.

- (6) **Certificate of Liability Insurance** indicating proof of coverage of **Professional Liability Insurance** and **General Liability/Public Liability Insurance** - each of no less than [One Million Dollars and Zero Cents (\$1,000,000.00)] for any one occurrence. The Contractor must provide a **Certificate of Liability Insurance** and **Declaration/Endorsement** pages that indicating that the Government of the Virgin Islands, Department of Education, is as “**certificate holder**” and an “**additional insured**” on the **General Liability/Public Liability Insurance**. The Professional Liability Insurance must cover the services to be provided under the contract.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers’ Compensation Employee’s Liability.

Please note the above-referenced documents are subject to modification at the Government’s discretion.

Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract