

**John English Administrative Center
24661 Lahser
Southfield, MI 48033**

SOUTHFIELD PUBLIC SCHOOLS

Request for Proposal
Occupational Therapy and Physical Therapy Services

The Southfield Board of Education is accepting proposals to provide Occupational and Physical Therapy Services for Southfield Public Schools in accordance with the specifications, terms and conditions stated herein. The scope of work will include providing occupational therapy and physical therapy services to special education students as specified by their Individualized Educational Plans (IEP) for a two year period beginning July 1, 2021.

Due to the COVID-19 pandemic all bidders are to submit bids electronically via email to the address noted below. If any bidder is unable to submit bids electronically, they should contact Marc Ingram at 248-846-7549 to make alternative arrangements.

Contractors are to submit one pdf document to: **Bids@southfieldk12.org: "PROPOSAL: OT/PT**

no later than 2:00 p.m. E.S.T. May 26, 2021, at which the bids will be opened and publicly read aloud remotely via Google Meets:

Meeting ID meet.google.com/tbe-puha-bjx Phone Numbers [\(US\)+1 978-295-0547](tel:+19782950547) PIN: 439 269 817#

Bids must be submitted on the official FORM provided. The Board reserves the right to reject any or all bids.

Pre Proposal Meeting

Due to the scope of the work involved in this RFP, a pre-Proposal meeting will be held remotely at 10:00 am Friday, May 14, 2021 via Google Meets Meeting ID: meet.google.com/off-mzuh-fro
Phone Numbers [\(US\)+1 720-449-2586](tel:+17204492586) PIN: 368 139 988#

FAMILIAL DISCLOSURE AND NON IRAN LINKED BUSINESS CERTIFICATION

All Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the District(s) and/or any employee of the Proposer and any member of the Board of Education or Superintendent of the Southfield Public Schools and a statement certifying its status as a non "Iran Linked Business" as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education.

SECTION I: Instructions TO BIDDERS

The Southfield Public Schools Board of Education, located at 24661 Lahser, Southfield, Michigan, 48033 will be accepting proposals for Occupational and Physical Therapy Services for Southfield Schools in accordance to the specifications herein. Due to the COVID-19 pandemic all bidders are to submit bids electronically via email to the address noted below. If any bidder is unable to submit bids electronically, they should contact Marc Ingram at 248-846-7549 to make alternative arrangements.

Contractors are to submit one pdf document to:

Bids@southfieldk12.org: "PROPOSAL: OT/PT

no later than 2:00 p.m. E.S.T. May 26, 2021, at which the bids will be opened and publicly read aloud remotely via Google Meets Meeting ID meet.google.com/tbe-puha-bjx Phone Numbers (US)+1 978-295-0547 PIN: 439 269 817#

Any proposals received after that time will not be accepted.

Proposals must contain in writing all terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered unless they were made in answer to questions as by Southfield Schools or its representatives.

The Board of Education reserves the right to accept any item in the proposal, to accept or reject any or all proposals, to waive any part thereof or informalities, or for reasons of establishing uniformity, to award the contract to other than the lowest bidder. The Board reserves the right to split the proposal in any manner deemed to be in the best interest of the School District.

Proposals must meet or exceed all specifications herein. Any and all deviations from specifications must be clearly detailed on a separate addendum sheet provided by the vendor; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful vendor will be held responsible thereof.

Southfield Schools reserves the right to request clarification of information submitted and to request additional information of one or more bidder.

The firm shall not assign or transfer any interest in the contract without the prior written consent of Southfield Schools.

All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of Martha Ritchie, Martha.ritchie@southfieldk12.org. All inquiries shall be made in writing by 2:00 p.m. May 19, 2021 in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after the date and time above will not be considered. Any explanations of contract documents will be issued in the form of an addendum. All addenda issued during the bidding time shall become part of the specifications. Addendum shall be posted on the district website www.southfield.k12.mi.us. No verbal statements by the owner shall be considered as authoritative. Bidders are responsible for checking this website prior to bid submission.

REQUIRED FORMS

All Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the District(s) and/or any employee of the Proposer and any member of the Board of Education or Superintendent of the Southfield Public Schools and a statement certifying its status as a non "Iran Linked Business" as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education. All Proposals shall be accompanied by Debarment, Suspension and Ineligibility certification and Compliance with School Safety Initiative Legislation

SECTION II: GENERAL TERMS & CONDITIONS:

1. **TAXES**
Southfield Schools is exempt from paying Sales tax. Exemption certificates will be provided upon request.
2. **WITHDRAWAL OF PROPOSALS**
Any vendor may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance for a period of 90 (ninety) days beyond the proposal opening. The awarded vendor shall honor the proposal pricing throughout the contract period.
3. **CONTRACT TERMINATION**
Southfield Schools may terminate this contract for cause on written notice to Contractor if: 1) Contractor breaches any of its material duties or obligations under the contract, which either cannot be cured or are not cured within the time period specified in the written notice of breach provided by Southfield Schools; 2) Contractor poses a serious or imminent threat to the health and safety of any person; 3) Contractor's actions pose a serious or imminent loss to any real or tangible personal property; 4) Contractor is insolvent, bankrupt, or otherwise going out of business.

Contractor, on thirty days written notice to Southfield Schools, may terminate this contract for cause if: 1) Southfield Schools breaches any of its material duties or obligations under the contract, including failure to pay, which are not cured within the time period specified in the written notice of breach provided by Contractor.

Southfield Schools, on thirty days written notice to the Contractor, may terminate this contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the contract before the date of termination.

Regardless of the basis for cancellation, Southfield Schools shall not be obligated to pay Contractor for any incidental or consequential damages, loss profits, or costs incurred for services not actually performed.
4. **SOUTHFIELD SCHOOLS VENDOR PAYMENT POLICY & PROCEDURES PAYMENT**
Successful Bidder(s) must submit invoices, by the last day of the month, to Southfield Schools, Accounts Payable, 24661 Lahser, Southfield, MI 48033. Payment will be made within 30 days after receipt of an invoice for services rendered during the prior month, upon inspection, satisfactory performance of the contract, approval of Southfield Schools.
5. **CONFIDENTIALITY**
The vendor must ensure that suitable measures will be taken to assure the confidentiality of Southfield Schools.
6. **EXECUTION OF CONTRACT**
The contract entered into by the parties shall consist of all parts of this Request for Proposal including specifications, all modifications thereof, any addenda, the proposal submitted by the vendor, and the purchase order, all of which shall be referred to collectively as the Contract Documents.
7. **FIRM PRICES**
Prices quoted by the vendor shall be firm and not subject to increase during the term of any contractual agreement between Southfield Schools and the Successful Bidder as a result of this proposal document. Should the price of any components covered under this agreement decrease after the award of the contract but prior to services, the cost to Southfield Schools shall reflect that decrease.
8. **EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION**
The Successful Bidder hereby agrees to comply with all federal, state and municipal equal opportunity and anti-discrimination guidelines and regulations, and covenants that neither the

bidder nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or disability. Failure on the part of the Successful Vendor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Southfield Schools to revoke and otherwise terminate the contract and all obligations of the School District there under.

9. **INSURANCE REQUIREMENTS TO BE MET BY THE SUCCESSFUL VENDOR(S)**

Contractor agrees, at its sole cost and expense, to purchase, prior to the commencement of services, and maintain the following insurance coverages in the minimum amounts indicated for the entire duration of the contract. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to Southfield Schools. Proof of insurances must be submitted upon award of the proposal.

Commercial General Liability Insurance: on an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$3,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Contractor's Coverage; D) Broad Form General Liability Extensions or equivalent;.

Professional Liability Insurance (Errors & Omissions): of \$1,000,000 each occurrence and \$3,000,000 annual.

Workers' Compensation including Employer's Liability Coverage: of \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.

Motor Vehicle Liability: If Contractor, or its employees, will use motor vehicles to satisfy its responsibilities under this contract, then Contractor must have a minimum amount of \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with No-Fault coverage as required by law. If an insurance coverages furnished by Contractor are on a "claims made" basis, the Contractor shall continue the coverages required under this contract for a minimum period of three years after the expiration or termination of this contract.

In addition, Contractor shall include the following as Additional Insured: Southfield Schools including its elected and appointed officials, employees, and volunteers.

The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to: Marc Ingram, Southfield Schools, 24661 Lahser, Southfield, MI 48033". If such insurance is not in force, Southfield Schools may, at its option, terminate and cancel the contract.

10. **SOUTHFIELD SCHOOLS RIGHT TO COMPLETE**

In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Southfield Schools may perform such duties under the Contract and charge the Contractor, or deduct the amount from subsequent payments. In addition, Southfield Schools reserves the right to "contract out" for failed services and charge the Contractor for the services rendered.

11. **INDEMNIFICATION AND HOLD HARMLESS:**

Contractor agrees to indemnify Southfield Schools from any and all liability, or loss or damage that Southfield Schools may suffer as a result of claims, demands, causes, or judgments against them arising out of services to be performed when the liability, loss or damage is caused by, or arises out of, the actions of the Contractor, his agents or employees.

12. **MICHIGAN'S SCHOOL SAFETY INITIATIVE**

Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g.: The Contractor acknowledges and agrees that unless the School District notifies the Contractor that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended, the Contractor will have any and all of its agents, employees or representatives who will be on any District premises to carry out the Occupational and Physical Therapy Services contemplated by the Contract Documents, fingerprinted and subject to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in Public Act 84 of 2006, as amended, prior to commencing any work under this Contract by presenting themselves, or any of its agents, employees or representatives, for proper fingerprinting and criminal background checks, as directed and requested by the School District, with the assistance of the Contractor, or provide written notification to the School District that the Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another Michigan public school district, intermediate school district, public school academy or non-public school (each an 'Agency') and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report at the time of fingerprinting and back-ground checks are initiated. Additionally, unless notified it is not subject to Michigan Public Act 84 of 2006, as amended, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Michigan Public Act 84 of 2006, as amended, including, but not limited to, reporting to the School District within 3 business days of when any of its agents, employees or representatives who will be on the School District's premises to carry out the Physical and Occupational Services contemplated by the Contract Documents, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with the requirements of Michigan Public Act 84 of 2006, as amended, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the State of Michigan Department of Education's list of 'registered educational personnel.

13. **CONTRACT DURATION**

This is a 24 month fixed contract from July 1, 2021 through June 30, 2023, with options for Southfield Schools to renew in one (1) year increments for an additional three (3) years subject to approval by the Southfield Board of Education. All prices shall be firm for the first two (2) years of the contract. All increases after two years must be approved by the Southfield Board of Education.

14. **CONTRACT TERMINATION**

The Board reserves the right to terminate any contract resulting from this RFP at any time and for no reason upon giving 30 days written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The District will only be required to pay to the awarded proposer that amount of the contract actually performed to the date of termination.

15. **SOLE BIDDER**

If only one bid is received in response to the RFP, a detailed cost proposal, if requested by Southfield Schools or districts will be required of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

SECTION III: SPECIFICATIONS

1. BACKGROUND AND SCOPE OF WORK

Southfield Public Schools is seeking a company (ies) to provide Occupational and Physical Therapy Services as defined by the Individuals with Disabilities Act (IDEA) of 2004 for the District for a two year period beginning July 1, 2021. Southfield Public Schools located in Southfield, Michigan has an enrollment of approx. 5,000 students. Southfield Public Schools includes one preschool, four elementary schools, three K-8 schools, one middle school, one high school, two magnet high schools and one special education center (Kennedy Center). OT/PT services are required for all grade levels at Southfield Public Schools and 7 non-public school partners. Currently 206 students receive occupational therapy services and 151 students receive physical therapy services based on their IEP's.

2. During the first year of the contract we anticipate using approximately 10,000 hours of occupational and physical therapist services during the school year and approximately 25 hours OT/PT service per week during July and August. This is only an estimate. No proposer is guaranteed any amount of assignments. The number of hours and assignment will vary throughout the contract term to meet the needs of the District.

3. Occupational Therapists must possess the following qualifications:

- Master's degree in occupational therapy
- Certified member of American Occupation Therapy Association
- Successful completion of national occupational therapist registration exam
- Renewal with National Board for Certification in occupational Therapy
- Medicaid billing certified
- Licensed in the State of Michigan
- Meet all qualifications pertaining to occupational therapists in Michigan Dept. of Education rules R340.1781-340.1799

4. Physical therapists must possess the following qualifications:

- Master's degree in physical therapy
- Licensed in the State of Michigan
- Medicaid billing certified
- Successful completion of National Physical Therapy Examination
- Have physical stamina to perform job duties. May be required to sit, stand, squat, kneel, push or pull. Must be able to lift up to 10 pounds frequently and 50 pounds occasionally.
- Meet all qualifications pertaining to physical therapists in Michigan Dept. of Education rules R340.1781-340.1799

5. Occupational therapist assistant

- Associates degree AS or AAS
- Must be supervised by OT
- Medicaid billing certified

6. Physical Therapy assistant

- CAPTE degree
- Must be supervised by PT
- Medicaid billing certified

7. Physical and Occupational Therapists role expectations-

- Comply with all Federal IDEA regulations and Michigan Special Education law/requirements
- Maintain confidentiality at all times
- Provide physical or occupational to students as required
- Collect, record and report data relative to student performance on individual goals and objectives
- Conduct required formal and informal evaluations to measure students progress as assigned by the Director of Intense Student Support
- Participate in meetings with Special Education staff as required
- Complete Medicaid documentation accurately and timely
- Provide home based activities as appropriate
- Support school improvement plans

- Perform assessments and evaluations using appropriate tests, skilled, professional observations and supplementary information
- Develop treatment plan for the student to specify therapeutic interventions and/or strategies for implementing and /or supporting the achievement of the IEP objectives.
- Consult with school district personnel for planning, implementation and evaluation of physical or occupational therapy services and programs
- Interprets evaluation findings in accordance with addressing the student's needs in the educational environment (s).
- Participates in multidisciplinary meetings to develop Individual Education Plans, communicating evaluation information in understandable terms to IEP team members, including parents, for consideration in the development of IEP goals and intervention strategies.
- Other duties as assigned by Director of Intense Student Support

9. In the event the contracted staff person is not performing to the expectations of the Director of Intense Student Support the Contractor will be notified to make a replacement.

SECTION IV: OCCUPATIONAL AND PHYSICAL THERAPY SERVICE QUESTIONNAIRE

**BIDDER MUST PROVIDE WRITTEN RESPONSES AND SUBMIT AS PART OF THE RFP.
(A separate sheet may be used)**

- A. Describe your experience providing occupational and/or physical therapy for K-12 Michigan districts and post-secondary student with disabilities. Include your experience with the Michigan IEP process and Federal IDEA regulations and how your services are implemented into these processes.

- B. Describe training services provided to personnel.

- C. Provide resumes of all members who will be assigned to this project.

- D. List any current or previous litigation issues.

- E. Number of years that the firm has been in business?

- F. Reasons why we should use your company to handle our physical therapy and occupational therapy needs.

- G. Has the license of any certified position(s) employed by your firm ever been suspended or revoked? If yes, state the number of employees, their classification, reason and number of occurrences of suspension or revocation.

- H. Provide a list of 5 references (school districts preferred) where your firm has provided OT, and/or PT services. Include name of organization, contact name and phone number.

SECTION V: OFFICIAL BID FORM

We, the undersigned in compliance with the specifications will provide physical and occupational therapy services for the bid amounts listed below. We acknowledge that we have read and understand the specifications and hereby submit our bid in accordance with the terms and conditions of the proposal specifications:

\$_____ per hour Occupational Therapist services

\$_____ per hour Physical Therapist services

\$_____ per hour Occupational Therapist assistant services

\$_____ per hour Physical Therapist assistant services

NAME OF COMPANY: _____

SIGNATURE & TITLE REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE: _____ DATE: _____

Affidavit of Bidder-Compliance with School Safety Initiative Legislation

The undersigned, the owner or authorized officer of _____ (the "Bidder"), certifies to Southfield Public Schools (the "School District"), that any and all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g and have not been convicted of any "listed offenses".¹ The Bidder further warrants and represents that all persons who will work directly or indirectly for the Bidder, including, but not limited to, Bidder's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall at all times be in compliance with MCL 380.1230, 380.1230a, 380.1230c, 380.1230d, and 380.1230g. In this regard, Bidder agrees, without limitation, to report within 3 business days to the School District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code² or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

BIDDER: _____

By:

Its:

¹The term listed offenses means those defined in section 2 of the Sex Offenders Registration Act (SORA), MCL 28.722

²MCL.380.1535a(1).

Affidavit of Bidder -Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Southfield Public School District (the "School District") advertisement for service bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of the School District, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

This instrument was acknowledged before me on the ____ day of _____, 2018, by _____.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of : _____

- BOARD OF EDUCATION
- Charles A Hicks, *President*
- Darrell B. Joyce, *Vice-President*
- Leslie L. Smith-Thomas, *Secretary*
- Ashanti L. Bland, *Treasurer*
- Talisha Rice, *Trustee*
- Armani Johnson, *Trustee*
- Yvette Ware-DeVaul, *Trustee*
- Dr. Jennifer Green, *Superintendent*

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the “Company”), pursuant to the compliance certification requirement provided in the Southfield Public School’s Request For Proposal (the “RFP”), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by the Southfield Public Schools as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Southfield Public School’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Name of Company

Name and Title of Authorized Representative

Signature

Date

DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102,
2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4

Federal agencies, state agencies, and local governments, including the Southfield Public School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, Section 1 (d), requires that Southfield Public Schools shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible.

“Contractor” means any individual or other legal entity that – (1) Directly or indirectly submits offers for or is awarded a Federal Government or Southfield Public Schools contract or a subcontract under a Federal Government or Southfield Public Schools contract; or (2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Southfield Public Schools.

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 2 CFR 11 Part 215 Contractors submitting a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

VENDOR’S NAME: _____

Authorized Officer or Agent: _____

Printed name of company official signing above: _____

Date Signed: _____