

**BERKLEY SCHOOL DISTRICT
REQUEST FOR PROPOSAL FOR
OCCUPATIONAL AND PHYSICAL THERAPY SERVICES June 08, 2022**

The Berkley School District (hereinafter referred to as District) is accepting sealed proposals to provide Occupational and Physical Therapy Services, in accordance with the specifications, terms and conditions stated herein. The scope of work will include providing occupational and/or physical therapy services to special education students as specified by their Individualized Educational Plans (IEP).

One (1) original and two (2) copies of the proposal shall be submitted as indicated in the proposal document which can be located here [Purchasing/RFPs - Facilities & Operations - Our District - Berkley Schools](#). Completed proposal documents shall be firm and enclosed in a sealed envelope marked with the name of the bidder and "OT/PT Services".

Proposals may be hand delivered and/or mailed as follows:

**Berkley School District
Attn: Lawrence J. Gallagher, Deputy Superintendent
Tyndall Center
14501 Talbot
Oak Park, MI 48237**

Proposals will be accepted until **Wednesday, June 22, 2022 at 3:00 p.m.** at which time there will be a public bid opening. The District will not accept a proposal received after the date and time mentioned above. The District reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any informality therein.

SECTION I: INSTRUCTIONS TO BIDDERS

1. The Berkley School District will be accepting proposals for Occupational and Physical Therapy Services for Berkley School District in accordance to the specifications herein. All proposals must be submitted in a sealed envelope clearly marked "OT/PT Services". One (1) original and two (2) copies of the proposal shall be submitted to Berkley School District, 14501 Talbot, Oak Park, MI 48237 no later than **Wednesday, June 22, 2022 at 3:00 p.m.** Any proposals received after that time will not be accepted.
2. 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 by the District or its representative.
3. The District 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 the lowest, qualified bidder, as determined by the Berkley School District.
4. Proposals must meet or exceed all specifications herein. No alterations, erasure or addition is to be made on the original. 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.

5. The District reserves the right to request clarification of information submitted and to request additional information of one or more bidders.
6. The firm shall not assign or transfer any interest in the contract without the prior written consent of the District.
7. All correspondence or inquiries from interested firms/individuals regarding this proposal shall be directed to the attention of Lawrence J. Gallagher, Deputy Superintendent (lawrence.gallagher@berkleyschools.org) , Heather Lackey, Director of Student Services (heather.lackey@berkleyschools.org), Barbara Tombrillo, Assistant to the Deputy Superintendent (barbara.tombrillo@berkleyschools.org) and Jackie Whitehead, Assistant to the Director of Student Services (jacqueline.whitehead@berkleyschools.org). **Lawrence J. Gallagher is considered the primary contact in regards to items contained within this RFP. The additional staff members identified above must be copied on all correspondence.**

A question/answer timeframe is available. **All inquiries regarding this RFP shall be made in writing by June 15, 2022 at 3:00 p.m. in order that a written response in the form of an addendum can be processed, shared and posted on the District website by Friday, June 17, 2022 at 11:00 a.m.** Inquiries received after the date and time above will not be considered or responded to. All addenda issued during the bidding time shall become part of the specifications. No verbal statements by the owner shall be considered as authoritative. Bidders are responsible for checking the Berkley School District website [Purchasing/RFPs - Facilities & Operations - Our District - Berkley Schools](#) prior to bid submission. Failure to acknowledge all addenda may result in rejection of your bid as being non-responsive.

8. Familial Disclosure

Each bid shall be accompanied by the Familial Disclosure Statement in compliance with MCL.380.1267. The bid proposal must be accompanied by a sworn and notarized statement disclosing Familial Relationship that exists between the bidder or any employee of the bidder and any member of the Board of Education of the District or the Superintendent. The District will not consider a bid proposal that does not include this sworn and notarized Disclosure Statement.

SECTION II: GENERAL TERMS AND CONDITIONS:

1. **Taxes:** The District is exempt from paying sales tax. Exemption certificates will be provided upon request.
2. **Withdrawal of Proposal:** Any vendor may withdraw their proposal at any time prior to the public bid opening. All proposals shall remain firm for acceptance for a period of ninety (90) days beyond the proposal opening. The awarded vendor shall honor the proposal pricing throughout the contract period.
3. **Contract Termination:** The District 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 the District; 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.

Contractor, on thirty (30) days written notice to District may terminate this contract for cause if: 1) District 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.

District, on thirty (30) 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, District shall not be obligated to pay Contractor for any incidental or consequential damages, loss profits, or costs incurred for services not actually performed.

4. District Vendor Payment Policy & Procedures Payment: Successful bidder(s) must submit invoices, by the last day of the month, to Berkley School District, Accounts Payable, 14501 Talbot, Oak Park, MI 48237. Payment will be made within thirty (30) days after receipt of an invoice for services rendered during the prior month, upon inspection, satisfactory performance of the contract, approval of the District.
5. Confidentiality: The vendor must ensure that suitable measures will be taken to assure the confidentiality of the District.
6. Execution of Contract: The contract entered into by the parties shall consist of all parts of this Request for Proposal including specification, 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 Document.
7. Firm Prices: Prices quoted by the vendor shall be firm and not subject to increase during the term of any contractual agreement between District 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 the District 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 any 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 District to revoke and otherwise terminate the contract and all obligations of the 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 coverage shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the

District. Proof of insurance must be submitted upon award of the proposal and must include the District as "additional insured including its elected and appointed officials, employees and volunteers..

Commercial General Liability Insurance on an "occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 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.

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: Lawrence J. Gallagher, Deputy Superintendent, 14501 Talbot, Oak Park, MI 48237". If such insurance is not in force, the District may, at its option, terminate and cancel the contract.

10. District Right to Complete: In the event the Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, District may perform such duties under the contract and charge the Contractor, or deduct the amount from subsequent payments. In addition, the District 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 District from any and all liability, or loss of damage that District 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 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 form the other Agency. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the District acknowledging its consent to provide Contractor with a copy of the report at the time of fingerprinting and background 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 District within three(3) business days of when any of its agents, employees or representatives who will be on the District 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 District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the 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 attorney's 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 District, to enable the 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 ten month fixed contract from August 29, 2022 through June 15, 2023, with adding time beyond 10 months up to and including the option of an additional two (2) months, depending on the program assignment determined by the Berkley School District. The District will have the option to renew in one (1) year increments for an additional two (2) years subject to approval by the Berkley 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 District and Board of Education.
14. Contract Termination: The District reserves the right to terminate any contract resulting from this RFP at any time and for no reason upon giving thirty (30) days written notice to the other party. If said contract should be terminated for convenience as provided herein, the District 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 the District, 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. Scope of Work: This is a Request for Proposal (RFP) for Occupational and Physical Therapy Services as defined by the Individuals with Disabilities Act (IDEA) of 2004 for the District. The District has an enrollment of 4,000 students. District includes 4 elementary schools, a middle school with grades 6-8, an international school of grades K-8, and one high school. Currently 23 students receive physical therapy and 72 students receive occupational therapy. The District also operates an Early Intervention and Adult Transition program and these students are not included in the previous numbers but they are included in total hours of service the District receives.

2. Currently the District is serviced by three (4) occupational therapists, and two (2) physical therapists. During the first year of the contract, we anticipate occupational therapists operate approximately 80.75 hours per week, collectively, and the physical therapists operate approximately 42 hours per week, collectively. The District also operates an Early Intervention and Adult Transition program and these students are not included in the previous numbers. This is only an estimate. No proposer is guaranteed any amount of assignments. The number of hours and assignments will vary throughout the contract term to meet the needs of the District.
3. Occupational Therapists must possess the following qualifications:
 - Bachelor's degree, Master's degree or Doctorate in occupational therapy
 - Certified member of American Occupation Therapy Association
 - Successful completion of National Occupational Therapists Registration Exam
 - Renewal with National Board of Certification in occupational therapy
 - Medicaid billing eligible
 - Licensed in the State of Michigan
 - Meet all qualifications pertaining to occupational therapists in Michigan Department of Education rules R340.1781-340.1799
4. Physical Therapists must possess the following qualifications:
 - Bachelor's degree, Master's degree or Doctorate in physical therapy
 - Licensed in the State of Michigan
 - Medicaid billing eligible
 - 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 Department of Education rules R340.1781-340.1799
5. Physical Therapy assistants must possess the following qualifications (currently the Berkley School District does not have any physical therapy assistants but would be open to considering the hiring of these services):
 - Licensed in the State of Michigan
 - 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 therapist assistants in Michigan Department of Education rules R340.1781-340.1799
6. Occupational Therapy assistants must possess the following qualifications:
 - Licensed in the State of Michigan
 - Meet all qualifications pertaining to occupational therapists in Michigan Department of Education rules R340.1781-340.1799
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 services to students as required
- Collect, record and report data relative to student performance on individual goals and objectives, adding relevant additions in software program
- Conduct required formal and informal evaluations to measure students' progress as assigned by the Director of Student Services
- Complete Medicaid documentation accurately and timely
- Provide home based activities as appropriate
- Perform physical or occupational therapy assessments and evaluations using appropriate tests, skills, professional observations and supplementary information
- Develop treatment plan for the student to specify therapeutic interventions and/or strategies for implementing and for 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
- Interpret evaluation findings in accordance with addressing the student's needs in the educational environment(s)
- Attend and participate in meetings: with Special Education staff; and 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
- Alert Berkley Schools in advance, when known, about days when the contractor is unable to provide services on a regular school day.
- Other duties as assigned by Director of Student Services

8. Physical and Occupational Therapist Assistants role expectations:

- Assist physical or occupational therapists as assigned.

BID FORMS

SECTION IV: BID FORM - 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 physical therapy for K-12 Michigan districts. 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 may be assigned to this project.
- D. List any current or previous litigation issues.
- E. Number of years that the firm or sole provider has been in this field.
- F. Reasons why we should use you or your company to handle our physical 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 four (4) 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: BID FORM - Hourly Rates, Name, Signature

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 bid specifications:

\$_____ per hour Occupational Therapist services

\$_____ per hour Physical Therapist services

\$_____ per hour Occupational Therapist assistant services

\$_____ per hour Physical Therapist assistant services

Company Name: _____

Address: _____

Name/Title: _____

Authorized Signature: _____

Email address: _____

Phone Number: _____ Fax: _____

Cellular Number: _____ Date: _____

AFFIDAVIT OF BIDDER COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION

The undersigned, the owner or authorized officer of _____
(Bidder), certifies to Berkley School District (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 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". 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 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 three (3) business days to the District when any such person is charged with a crime listed in Section 1535a(1) of the Revised School Code 2 or a substantially similar law, and to immediately report to the District if that person is subsequently convicted, plead guilty or plead no contest to that crime.

Bidder

By: _____

Its: _____