



Ladies and Gentlemen:

The Bibb County School District takes this opportunity to announce that we are requesting bids for **Occupational Therapists, Certified Occupational Therapist Assistant, Physical Therapists, and Interpreters, and Teachers;** All bids should be delivered to BONFIRE.

Bids will be accepted prior to **May 13<sup>h</sup>, 2024** - At this time, they will be reviewed by the Procurement Office.

All bids will be evaluated as described in the attached document time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department.

**Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late bids will not be considered.**

All Vendors Completing this bid should register online as well, please visit the Bibb County School District website, under Department, Procurement, and Vendor Registration. [www.bcsdk12.net](http://www.bcsdk12.net).

If you have any questions concerning this bid, please submit them in writing to Elaine M. Wilson, [Elaine.wilson@bcsdk12.net](mailto:Elaine.wilson@bcsdk12.net). In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department to Elaine Wilson, via email ONLY; [Elaine.Wilson@bcsdk12.net](mailto:Elaine.Wilson@bcsdk12.net),

Your interest and participation in submitting a bid will be appreciated.

Elaine M. Wilson  
Procurement Director



## **TENTATIVE TIMELINE**

**RFP BID NUMBER:** **RFP 24-036**

**RFP PRE BID MEETING** **04/22/2023 VIA TEAMS AT 9:30 AM**

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 247 685 272 868

Passcode: Vqfwxg

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**Dial-in by phone**

[+1 478-239-0720](#), [987589462#](#) United States, Macon

[Find a local number](#)

Phone conference ID: 987 589 462#

For organizers: [Meeting options](#) | [Reset dial-in Pin](#)

**RFP DUE DATE:** **05/13/2024 @ 9 AM**

**LOCATION AND TIME DUE:** **BONFIRE**

**PRESENTED TO THE BOARD:** **Tentative June 2024**



## **GENERAL TERMS AND CONDITIONS**

### **1.0 PREPARATION OF PROPOSALS**

- 1.1** Proposals must be on Forms furnished with this Request for Proposal. They must be submitted in a sealed envelope marked with your company name and "Therapy and Teacher Services" clearly marked on the outside of the envelope.
- 1.2** Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal may be rejected by BCSD. Each vendor is required to furnish all information requested in the Request for Proposal.
- 1.3** Each vendor is responsible for having knowledge and understanding of any applicable State of Georgia Code and BCSD regulations or policies pertaining to BCSD procurement.
- 1.4** BCSDS Purchasing Regulations are hereby acknowledged, understood, and agreed to by the both parties and are hereby fully incorporated into the RFP and Proposal Contract.
- 1.5** Conditional RFP's- Proposals that in any way qualify or vary the terms and conditions and specifications of this RFP may be considered non-responsive and disqualified.

### **2.0 COMMUNICATIONS WITH BCSDS STAFF**

- 2.1** All communications concerning this RFP must be submitted in writing to the BCSDS Purchasing Department. Email to [Elaine.Wilson@bcsdk12.net](mailto:Elaine.Wilson@bcsdk12.net) is the preferred method of communication. Only written questions submitted via email will be accepted. No response other than written, distributed by the Purchasing Department will be binding upon BCSDS. User departments may be called upon for clarification in their area of expertise at the discretion of the Purchasing Department. Questions must be received **by 8:00 am, EST, May 25<sup>TH</sup> 2024** Answers will be provided in writing and posted on BCSD Purchasing Website.
- 2.2** From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with school system employees and/or contracted agents related to this RFP for any reason except as authorized by the Purchasing Department. Violation of this provision may result in rejection of the response.
- 2.3** It is the vendor's responsibility to check the BCSD Current Solicitations website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

### **3.0 SUBMISSION OF PROPOSALS**

- 3.1** Any proposal received after the designated time will be deemed late and will not be considered by the BCSD. Telephone or fax quotations in lieu of RFP Form will not be accepted. BCSD cannot be responsible for lateness of receipt due to delivery delays unless extraordinary circumstances such as an act of God or similar.



**3.2** Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign, and all obligations assumed by such signature must be fulfilled.

**3.3** All pricing should be submitted via BONFIRE

**4.0 SPECIFICATIONS – If Applicable**

**4.1** Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. BCSD shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Request for Proposal. If BCSD determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.

**4.2** A vendor's failure to deliver any items/services according to specifications set forth in their RFP may result in cancellation of the purchase and permanent removal from the vendor's list. If any items do not meet these specifications, the items will be picked up at vendor's expense and removed from BCSD property at the sole cost of the vendor.

**4.3** For Goods: Manufacturers listed, as "Model Equivalence" in the RFP is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. BCSD will determine whether the substituted item is of equal or better specification.

**4.4** If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in RFP document and current industry standards. Replacement units must be made available to BCSD for review and approved prior to the end of life of the awarded model. BCSD reserves the right to accept or reject the replacement item.

**4.5** All products and materials furnished must comply with all applicable federal, state, and local laws, codes and regulations.

**5.0 PRICES QUOTED**

**5.1** Prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Bibb County School District School System reserves the option to renew the RFP annually if agreeable to both the successful vendor and the Bibb County School District School System. RFP may be renewed up to four times annually.

**5.2** Quantities/amounts shown on the Request for Proposal are estimates. Vendors are advised that the actual number purchased/required may vary from those on the proposal, depending upon the needs of the BCSD and the availability of funds.

**5.3** Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.

**5.4** Pricing must be submitted on Proposal Form as requested without conditions unless called for in Special Terms & Conditions.

**5.5** For Goods: RFP's must include all delivery and/or installation charges. Delivery and/or installation requirements will be as specified in the Special Terms and Conditions.

**6.0 SAMPLES – If Applicable**

**6.1** When required, samples must be furnished at the vendor's expense.

**6.2** Samples are to be tagged or labeled as directed in the Special Terms and Conditions.



**6.3** Samples not used or destroyed in testing will be returned to the vendor at vendor's request and at vendor's expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions, samples will become the property of BCSD.

## **7.0 AWARDS**

**7.1** BCSD reserves the right to accept or reject any part of a submitted proposal, to accept the entire proposal from one vendor, to accept portions of the proposal from several vendors, or to reject all proposals submitted or waive any minor irregularity.

**7.2** BCSD reserves the right to award by line item to more than one vendor and/or to award by group or any combination thereof.

**7.3** Award will be made to the responsive and responsible vendor based on price, availability, past vendor experience, references, and compliance with the proposal specifications and requirements as outlined in the evaluation criteria included in this solicitation. Award of proposal will be made in the best interest of BCSD.

**7.4** A determination of competitive range may be made after initial submission of proposal and after any additional revisions. Offerors not in the competitive range of being selected for award shall be eliminated from further discussion.

**7.5** During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. BCSD Purchasing may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, BCSD reserves the right to re-solicit the item(s) involved.

**7.6** Purchases by the BCSD are not subject to Federal Excise Tax or State and Local Sales Tax. No taxes should be included in this RFP.

## **8.0 CONTRACT**

**8.1** THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND RETURNED WITH THIS PROPOSAL IN ITS ENTIRETY.

**8.2** It is understood and expressly agreed that, upon proper acceptance of any or all items by the Purchasing Department, a contract shall hereby be created.

**8.3** Failure to observe any of the general or special terms of this contract may constitute rejection of award and removal from bidders list.

**8.4** Unless otherwise stated in the Special Terms and Condition, BCSD requires that all prices quoted be firm for 12 months from award of contract.

**8.5** By signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products and services as proposed. In addition, the vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special T&C.

**8.6** Choice of Law and Venue-The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Bibb County School District, Georgia.

**8.7** Entirety of Contract- All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between BCSD and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to



the subject matter hereof. If any language of the RFP Response by the Vendor conflicts with the language of the RFP, **the language of the RFP shall govern and control for all purposes, unless consented and agreed to by BCSD in writing.**

#### **9.0 SHIPPING – If Applicable**

**9.1** All prices are to include delivery to the location(s) specified in the Proposal or the Purchase Order. All delivery for goods must be FOB destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by BCSD.

**9.2** In the event of damage, shortage, or other loss resulting from shipment to any BCSD facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.

**9.3** BCSD reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the vendor list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by BCSD.

#### **10.0 INVOICING**

**10.1** Payment will be made by BCSD after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by BCSD authorized representative.

**10.2** All accounts are paid on a current basis. It is preferred that cash discounts be part of the unit quotation. When a cash discount for an order is shown, it will apply to the date of the last invoice. Discount periods of less than 30 days will not be considered in the award process. All discounts offered will be taken. Time will be computed from the date of delivery at destination or from the date, a correct invoice is received, if later than the date of delivery.

**10.3** Invoicing Procedure- Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or by machine. Invoices will be paid within 30 days of receipt of invoice and within 30 days of notification receipt of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and BCSD purchase order number.

#### **11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT**

**11.1** Except as may be specifically permitted by the RFP, Vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Vendor personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of BCSD, which consent may be withheld at its sole discretion.

#### **12.0 INDEMNIFICATION**

**12.1** The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit BCSD property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the BCSD, or its employees.

#### **13.0 INSURANCE**

**13.1** Before performing any work on the awarded contract, the successful vendor shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia. Proof of insurance must be available at the request of BCSD at any point of the evaluation process or during the life of the contract.

**1. Worker's Compensation Insurance:** In accordance with Georgia Code.



2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.

3. Automobile liability: Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all Work performed under the contract. The successful vendor shall be required to list the Board as additionally insured.

4. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded Vendor's insurance policy for the duration of this contract.

#### **14.0 TERMINATION**

14.1 Termination-If BCSD or the successful vendor(s) wish to cancel this contract, written notice thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. BCSD reserves the right to terminate without warning in the event of critical and/or material breach of contract.

#### **15.0 ADDENDUM**

15.1 Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. Vendor is responsible for checking the webpage frequently during solicitation period for any potential addendums.

#### **16.0 SPECIAL TERMS AND CONDITIONS**

16.1 Should the General Terms and Conditions conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.



## **SPECIAL TERMS AND CONDITIONS**

### **1.0 PURPOSE AND OBJECTIVE:**

Bibb County School District (BCSD) is seeking proposals for firms and/or individuals to provide experienced Occupational Therapy, Physical Therapy, Certified Occupational Therapy Assistant, Teachers, and Interpreter services for qualified students. To be considered your firm must demonstrate the ability to supply individual providers in accordance with all specifications, terms and conditions of this agreement, any applicable codes or statutes, and industry best practices.

It is the intent of BCSD to establish a qualified pool of contractors who provide these services. This pool will consist of companies and/or individuals that meet the minimum mandatory requirements and who best demonstrate the ability to supply experienced and effective individuals on an as-needed basis. The selection process will consider relevant experiences, depth of resources, references, part/current work with BCSD, and will be based upon firm fixed pricing.

BCSD currently contracts with 1 Physical Therapist and we anticipate contracting with additional therapists and interpreters in the future. Estimated contract therapists for 2024-2025 is not to exceed 10.

BCSD will be the sole determinant regarding the number of companies selected for the pool as that has not been determined but will be dependent upon the results of this RFP. Inclusion into the pool does not guarantee work but creates opportunity to present candidates for evaluation and consideration. BCSD Special Education Department will make final decisions in this regard. BCSD reserves the right to continue relationships with existing providers as long as they are either under contract currently and/or agree to this agreement. In rare and/or special cases, BCSD reserves the right to contract directly with individuals should extenuating circumstances (prior relationship, special medical, or other) be deemed in the best interest of the student or related stakeholders.

### **2.0 BASIC RFP AND CONTRACT GUIDELINES AND REQUIREMENTS**

- 2.1 Evaluation-** Award will be made based upon the evaluation criteria published in this RFP. It is also known that BCSD may use information from any corresponding meeting with specific vendors' pre-proposal or during the evaluation as it relates to the published evaluation criteria.
- 2.2 Award Period-** Awarded contract will be valid for one year from the date of award with options to renew annually up to four additional years. Renewals will be based on mutual interest from both parties and cannot materially alter the original operating agreement.
- 2.3 Price Modification-Prices must remain firm for the entire contract period (12 months).** Vendor can request a price modification at the beginning of each new contract period, but it must be accompanied by documentation supporting the increase (Ex: CPI). BCSD reserves the right to accept, negotiate, or deny and re-solicit any request for price escalation. BCSD will not accept the addition of surcharges such as fuel or any other related costs or fees that would alter the contract price.
- 2.4 Clarification-** Vendor is responsible to provide information to the best of their ability within the format and time parameters provided by evaluation committee if requested during evaluation.
- 2.5 Presentation/Meetings/Demonstrations-** BCSD may, at the sole discretion of the evaluation committee elect to invite one or more organizations in for a demonstration/presentation. If selected, your organization must make reasonable efforts to meet within the times/dates offered. The meeting agenda will be provided beforehand. Information gathered from these meetings will be used in the overall evaluation scoring system.
- 2.6 Best and Final Offer (BAFO) -** BCSD may request a best and final offer if applicable.

- 2.7 Terms and Conditions-** BCSD expects the terms and conditions of this RFP, and all BCSD related documents, to be the prevailing contract agreement. BCSD will not sign any contract document that forfeits control or supersedes this contract.
- If you request different or supplemental contract language to be incorporated into this contract, **please provide with your initial submission.** BCSD will consider all reasonable requests and will attempt to negotiate in good faith to provisions offered in good faith. However, if mutually accepted language cannot be reached, BCSD may deem your offer non-responsive. In addition, any document that materially alters the terms and conditions of this agreement or placed undue burden on BCSD *may be deemed non-responsive and removed from consideration.*
- 2.7.1 Any contract language that you request MUST be provided with initial response, as it will not be possible to supplement contract language later.** If you submit supplemental contract language, it is the responsibility of the vendor to detail differences in contractual language at the time of response.
- 2.7.2** Preference may be given to an organization whose offer complies with all BCSDS terms and conditions herein.
- 2.7.3** The provisions made for negotiation herein deal with contractual language governing the legal elements of this contract. It does not pertain to mandatory contract specifications such as scope of work, cost, delivery, customer service etc.
- 2.8 Vendor Questionnaire-** The vendor questionnaire is included with this solicitation and mandatory for award consideration. BCSD reserves the right to utilize any information from this form in any evaluative portion of this RFP.
- 2.9 Short List-** BCSD may, at the sole discretion of the evaluation committee elect to “short list” the field for more in-depth analysis and/or negotiations. The short list would be comprised of any offer that demonstrates the ability to best meet the need as described in this document, that is cost feasible, and from a company that proves to be both responsible and responsive.
- 2.13 Georgia Security and Immigration Compliance Act (O.C.G.A 13-10-91)-** Contractor must comply with all relevant codes pertaining to O.C.G.A 13-10-91 including the submission of *Contractor Affidavit(s)* as included in this solicitation.

### **3.0 QUALIFICATIONS**

*This section stipulates the elements of the RFP under evaluation. Please remember that your solution will be evaluated for content, thoroughness, and clarity of response to all criteria requested in this proposal. Respond precisely and concisely to each and all specific questions and/or topics by providing the requested information on separate pages, clearly labeled in your response (IE 3.3 Labor/Staff). **Note: Red text are bidder instructions***

- 3.1** In addition to the information requested below, Contractor must submit the document entitled “**Vendor Questionnaire**”. Information included in this document will be evaluated and utilized in award considerations.
- 3.2 Firm Data and History-** Describe the history of your firm, including current structure specifically as it relates to the work to be performed under this contract. Information should highlight experience and competency to perform work herein. ***Tab and label with response***
- 3.3 Labor/Staff-** Contractor shall submit a statement pertaining to the labor/staff that will be utilized in the performance of this contract. This statement should include resumes of pertinent staff or verbiage expounding upon experience, qualifications, training, etc. ***Please detail which staff, if any, were involved on the references that you submit with this proposal. Tab and label with response***

**3.4 Single Point of Contact-** Please identify and detail qualifications of the Single Point of Contact from your company for this contract. While BCSD may interact with multiple layers of staff, contractor must provide one point of accountability for all material aspects of the contract include installation, warranty, service, etc. ***Tab and label with response***

**3.5 References-** Please provide a minimum of two (2), with preference for three (3) References where similar (size and scope) services were provided. (Size must exceed 10K student population to be considered similar)

**BCSD does not require, but prefers references within the State of Georgia**

Reference must include:

- ✓ Name of Entity (City and State)
- ✓ Name of Main Contact(s) (Including phone number and email address)
- ✓ Dates of Engagement
- ✓ Macro-level review of work performed including unique challenges and accomplishments

**4.0 REQUIREMENTS AND SPECIFICATIONS** ***Note: Red text are bidder instructions***

**4.1 Contract Term and Renewal-** The effective commencement shall be July 1, 2022, and shall proceed for 12 consecutive months. Opportunities to renew up to 4 additional 12-month terms if mutually agreeable to both parties and compliant with applicable terms herein. At renewal, BCSD reserves the right to renew with one, some, or all vendors and will make that decision based upon Vendor Performance.

**4.2** The therapist or teacher will provide services and will communicate with applicable professionals and parents/guardians regarding integration of goals into the classroom. The therapist/teacher all evaluate initial communication skills and diagnoses. Correspondingly, the therapist/teacher will prepare evaluation reports, eligibility reports and IEPs, participate and/or conduct IEP meeting according to guidelines established by BCSD, as well as, prepare district, Medicaid, state, and federal reports as requested.

**4.3 Qualifications-** At a minimum, only individuals licensed by the State of Georgia and/or holding national certification for Occupational Therapy, Certified Occupational Therapy Assistant, Teachers, Physical Therapists, and Interpreters.

**4.4 Candidate Selection-** The decision to contract with a particular vendor and/or individual therapist/teacher will be based upon the best academic interest of the student(s) involved as determined by BCSD Department of Special Education and/or BCSD Department of Human Resources. Awarded vendor must provide a copy of current state license for each contracted employee and must provide a copy at applicable license renewal periods.

**4.5 Background Checks-** Vendor must have a current protocol for background checks on all SLP's assigned to BCSD under this contract. In addition, BCSD reserves the right to complete its own internal background check including fingerprinting before employment date. ***Please discuss background check methodology for your organization (tab and label with response). Please NOTE all employees will be responsible for completing BCSD Background checks, which cost \$50.00 per person, and is the responsibility of the bidder.***

**4.6 Selection Process-** As requested of BCSD, Vendor shall present a candidate meeting conditions herein for an interview with building level Principal. **Related Notes:**

- a) BCSD reserves the right to interview candidates from multiple agencies to ensure most appropriate fit as determined by BCSD Principal and/or Special Education/HR. Vendor may submit multiple candidates for consideration.
- b) BCSD reserves the right to refuse any candidate at its sole discretion.
- c) BCSD may offer a renewal of current agency contracted therapist/interpreter/teacher upon supervisor's recommendation and after all BCSD employed therapist/teacher/interpreters in good standing are placed.
- d) **Exceptions to Candidate Selection from Vendor Pool-** It is the intention of BCSD to utilize the Vendor Pool as established by the RFP for the majority of therapists/teachers/interpreters contracted. However, there may be cases where it is in the best interest of the student, or the District to employ an alternate selection such as,



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but not limited to:

**Existing therapist/teacher/interpreter/Student relationship** where BCSD, health professional, and/or the Parent/Guardian deems it in the best interest to continue the relationship

**Unique Student-** where BCSD, health professional, and/or the Parent/Guardian determine that it is in the best interest of the student to search for, evaluate, and select an therapist/teacher/interpreter who demonstrates a particular aptitude in a specific sub-discipline and/or who best “fits” the particular needs of the student.

**e) Therapist/teacher/interpreter Duties and Responsibilities-**

Shall be consistent with other therapists/teachers/interpreters assignments in the

building. In addition, therapists/teachers/interpreters are expected to collaborate with school based staff to ensure the appropriate implementation and appropriate services for students

Therapists/teachers/interpreters shall work 37.5 hours per week or employed percentage.

Shall maintain daily log of services and hours worked

Shall maintain 90% Medicaid compliance using on-line platform

Shall adhere to all BCSD policies, procedures, and Code of

Conduct Shall attend all required meetings.

Maintain confidentiality as required by Federal and State law, as well as BCSD policy

**4.7 Poor Performance-** Upon a Principal's or Zone Coordinator's recommendation to the Director of Special Education and/or his/her designee (either in writing or electronic), the Vendor shall replace and unsatisfactory therapist/teacher/interpreter within 15 school days from notification. If a suitable replacement cannot be submitted and approved by the Principal, then BCSD reserves

**4.8** the right

to fill the slot with another therapist/teacher/interpreter by other means.

**4.9 Other Replacement-** Vendor must have protocol for replacing contracted personnel in the event of job abandonment or extended absence, including but not limited to health, family, personal.

*Please discuss and Tab and Label with response*

**4.10 Non-Compete Clause-** Vendor must agree to a mutual and reciprocal “non-compete” clause for a minimum period of at least two years from initial engagement. After three years of successful employment with satisfactory evaluation, the agency therapist/teacher/interpreter candidate may apply for hire with BCSD. *Please discuss and Tab and Label with response*

**4.11** A therapist/teacher/interpreter intern placed by a college or university and/or an intern who completes his/her fellowship with BCSD may not enter into a contract with an Agency and then be placed in an BCSD school for a period of three years.

**Contract Buy-out-** In addition to the 2-year non-compete as discussed in Section 4.9, BCSD is interested in other options to “buy-out” at some prorated proportion personnel for permanent BCSD employment. While this is not a requirement, this preference may be reflected in evaluation scoring and/or vendor selection from qualified pool.

*Please discuss and Tab and Label with response*

**5.0 Note: Red text are bidder instructions**

**5.1** Describe your protocol for hiring qualified therapists/teachers/interpreters including all of the material steps in the process including, but not limited to, recruiting process, interview process, vetting and verification, training, follow-up. *Tab and label with response*

**5.2** Describe the protocol that you would employ with BCSD to supply candidates once a need has been determined and/or a request made. *Tab and label with response*

**5.3** Provide information regarding the number of contracted therapists/teachers/interpreters you 1) have placed in similar K-12 work, and 2) have available for interviews at any given time. An estimate or average is acceptable but should be verifiable. *Tab and label with response*

**5.4** Describe your interaction with placed therapist/teacher/interpreter once they are established and “on the job” with BCSD. Do you provide training or continuing education? *Tab and label with response*

**5.5** Describe your plan for periodic meeting with BCSD representative(s) to discuss contractual matter.

**5.6** Describe your procedures for substitutes, especially in the event of maternity or extended absences. How do you communicate with the customer? *Tab and label with response*



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- 5.7 Describe in detail your protocol for addressing customer questions and issues which may arise from the therapist/teacher/interpreter performance. *Tab and label with response*
- 5.8 Describe your company policies regarding confidentiality and maintenance of records/documents, as well as security of the vital information. *Tab and label with response*
- 5.9 **Professional Liability-** Please discuss and provide in detail how your company handles professional liability; both as a company and as required from your contract employees. **Please do not include any language suggesting BCSD' responsibility to indemnify as it has been established by Georgia Case law that State, Municipal, and Local govt. entities cannot indemnify.** Therefore, BCSD will not enter into any agreement that violates this State Law.  
*Tab and label with response*



**6.0 COST/BID FORM**

- 6.1** All cost considerations must be included with your response. BCSD will not consider any costs not disclosed and agreed upon at Award. All cost shall be label “6.0 Cost”, tabbed, and included in your RFP response. ***Tab and label with response***

| Item # | Description                                                                                                                     | Hourly Rate |
|--------|---------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1.     | Hourly Rate for Occupational Therapist, Certified Occupational Therapy Assistant, Physical Therapist, Interpreter, and Teacher  |             |
| 2.     | In the space provided below list any additional services not included in the solicitation and provide associated fee structure. |             |
|        |                                                                                                                                 |             |
|        |                                                                                                                                 |             |

**Supplier's Name:** \_\_\_\_\_



**THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.**

**CONTRACT AGREEMENT**

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing a **Occupational Therapist, Certified Occupational Therapy Assistant, Physical Therapist, Teacher, and Interpreter (P17-08)** to the Bibb County School System and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Director gives authorization. In the event vendors fail to comply, they may be removed from the vendors' list.

|                                                                                               |                                                                |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| _____<br>Company Name                                                                         | _____<br>Representative's Signature<br>(Must be signed in ink) |
| _____<br>Address                                                                              | _____<br>Representative's Name<br>(Please type or print)       |
| _____<br>City, State, and Zip Code                                                            | _____<br>E-Mail Address                                        |
| _____<br>Date                                                                                 | _____<br>Telephone Number and Extension                        |
| _____<br>Terms (If payment terms are not indicated,<br>will be determined to be net 30 days). | _____<br>Fax Number                                            |

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

\_\_\_\_\_

**Signing the Contract Agreement affirms that the original RFP document has not been altered in any way.**

**Upon notice of Award, this page will become the prevailing Contract Agreement between your organization and the BCSD.**



## Vendor Questionnaire

*(Questionnaire information will be utilized in the evaluation of this Bid. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive" and eliminated from consideration.*

Company Name: \_\_\_\_\_

Years in Business \_\_\_\_\_

# of Permanent Employees: \_\_\_\_\_

# of Employees Assigned to BCSD for this Contract: \_\_\_\_\_

How many Comparable Contracts do you currently have in Georgia? \_\_\_\_\_

How many of these Contracts are: Government \_\_\_\_\_  
K-12 Education \_\_\_\_\_

Please list any School Systems with at least 25K Students that your company currently services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the name and contact information for the Project Manager assigned to this contract?  
\_\_\_\_\_

Has your company ever failed to comply with any Government contract awarded? (Explain if yes)? \_\_\_\_\_  
\_\_\_\_\_

Has your company ever lost a contract to any local, state, or national government entity based on poor performance or breach of contract (Explain if yes) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is your company currently suspended or debarred from any government entity? (Explain if yes) \_\_\_\_\_  
\_\_\_\_\_

Are there any judgments, claims, legal proceeding or law suits pending or outstanding against your company or any of its officers (Explain if yes) \_\_\_\_\_  
\_\_\_\_\_

Is your company currently in bankruptcy proceedings or has it filed for bankruptcy in the past five years? (If Yes, please explain) \_\_\_\_\_  
\_\_\_\_\_

Please list any additional certifications, awards or recognitions that you feel would benefit BCSDS in the award and execution of this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Non-Collusion Affidavit**

(Form must be completed and returned with bid.)

Bibb County Board of Education, Macon, GA 31201

I state that I am \_\_\_\_\_ of \_\_\_\_\_

Title

Name of Company

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and I state that this bid is made in good faith.

I state that:

1. The price(s) and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder; neither the approximate price(s) have been disclosed nor will they be disclosed before bid opening to any other contractor, bidder or potential bidder.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.

\_\_\_\_\_, its affiliates, subsidiaries, officers,

Name of Company

Directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Bibb County Board of Education of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Name/Date

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Signature



BIBB COUNTY SCHOOL DISTRICT

**Certificate Regarding Debarment, Suspension, Ineligibility**

(Form must be completed and returned with bid.)

The Bibb County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

---

Organization Name

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Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date



### OFFEROR'S CHECKLIST

PROPOSAL NO.: \_\_\_\_\_

- ☐ All copies as indicated in this RFP
- ☐ The proposal has been signed by an authorized principal or authorized official of the firm.
- ☐ No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- ☐ We are prepared to provide the insurance required in this solicitation.
- ☐ E-verify Affidavit

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
SIGNATURE OF PERSON COMPLETING CHECKLIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY FEDERAL ID NUMBER

\_\_\_\_\_  
COMPANY E-MAIL ADDRESS

**READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL**

**RETURN WITH PROPOSAL**