

**Request for Proposals (RFP)**  
**MacDowell Preparatory Academy Special Education Services**

<b>School:</b>	MacDowell Elementary/Middle School 4201 West Outer Drive, Detroit, MI 48221
<b>Services:</b>	Special Education Services
<b>Term of Services:</b>	Expected contract term is August 1, 2020 – July 31, 2021
<b>Proposals Due:</b>	Due Date May 15 by 4PM.
<b>Questions:</b>	Submit questions to PS Senior Director of Operations at <a href="mailto:eruiz@promiseschools.org">eruiz@promiseschools.org</a> by May 8, 2020. Vendors will receive written responses to all questions posted by May 11, 2020.
<b>Submit Proposal To:</b>	Elizabeth Ruiz, Senior Director of Operations, Promise Schools, 4201 West Outer Drive, Detroit, MI 48221. Please submit your proposal electronically via email to <a href="mailto:eruiz@promiseschools.org">eruiz@promiseschools.org</a>

## **About MacDowell Preparatory Academy**

MacDowell Elementary/Middle School (MPA) is an open enrollment, public charter school located on the northwest side of the city servicing students grades K-8. MPA is managed by Promise Schools, a non-profit charter management organization. For more information on Promise Schools and MPA, please visit [www.promiseschools.org](http://www.promiseschools.org) and [www.macdowellprep.com](http://www.macdowellprep.com).

### **Scope of Services:**

Provision of the following services for MacDowell Preparatory Academy:

- Special education program development and coordination:
  - Needs analysis to determine required services
  - Design and implementation of special education program to meet students' needs
  - Process and policy support, including creation of custom policy manual
  - Facilitation of processes from initial referral through the delivery of services, including transition services
  - Leadership on all matters related to special education compliance and reporting
  - Preparation and implementation of in-service programs for school staff
  - Analysis and synthesis of assessment results to recommend instructional improvements and adjustments to special education plans
  - Coaching to all staff servicing students with IEPs
- Special education teacher(s):
  - Provide special education resource room teachers for special education student population;
  - Administer standardized ability and achievement tests, and interpret results to determine students' strengths and areas of need
  - Modify the general education curriculum for IEP students, based on a variety of instructional techniques and technologies
  - Employ strategies and techniques during instruction to improve the development of sensory-and perceptual-motor skills, language, cognition, and memory.
  - Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individual education plans designed to promote students' educational, physical, and social development.

- **Speech/Language Therapy:**
  - Provide speech/language therapy staff for student population;
  - Address the needs of students with communication disabilities, such as impairments in language, speech, and voice
  - Screen, identify, assess, and diagnose disorders of language, articulation, fluency, voice, and oral-pharyngeal function and provide speech and language services for the habilitation or prevention of communication disorders. Services are provided within the classroom or in individual/small group therapy sessions as specified by the IEP.
  
- **Social Work:**
  - Provide social worker for students to provide a link between home, school and community, enabling students and their families to overcome social and personal problems that impede learning.
  - Provide individual and group counseling, consultation to teachers, and other services that help a student cope with their individual learning challenges.
  - Collaborate with community agencies and provide case management for students and their families requiring multiple services.
  
- **Psychological Evaluations:**
  - Consult and work cooperatively with school administrators, special education program staff, teachers and parents in evaluating the student (after a referral is initiated and parental consent obtained).
  - Evaluations involves performing assessments using a variety of techniques and tools. An evaluation may include the following: an educational evaluation, a psychological evaluation, a social history (a history of the student's development based largely on an interview with the parent), and observations of the student in his or her classroom.
  - Applies the Cattell-Horn-Carroll (CHC) theory, which is an empirically based, valid and measurable construct for the analysis of learning abilities. May also conduct other evaluations to determine the source of the student's difficulties, including a functional behavioral assessment (FBA) if the student's behavior interferes with learning.
  
- **IEP/MET Meetings:**
  - Once the evaluation is complete and the findings of the evaluation have been reported per federal and state guidelines, the information and recommendations are shared with the parents through an IEP/MET meeting.

Provider will schedule the IEP/MET meeting, during which the parent is told if the student is eligible for special education.

- If the student is eligible, an IEP is created for the student. The IEP is a legal document that includes the student's present levels of educational performance, a list of measurable goals and objectives and related services, such as curriculum modifications and supplementary aids. Also included is an explanation of how often the student will participate in the general education population, when the services and modifications will begin, and the location of those services and modifications.
  - Arrange/schedule IEPT/REED meetings for all students with IEPs
- Reporting:
  - Document progress towards IEP goals
  - Provide reporting on:
    - Correlations between standardized testing scores (MAP, M-STEP, Pre-SAT, etc.) and student report card achievement.
    - Missed assignments vs. student academic grade
    - Absences vs. student academic grade
    - Progress between current year variables (1<sup>st</sup> vs. 2<sup>nd</sup> quarter)
    - Other reports as determined by Principal, board or ESP
- Compliance Management
  - Complete monthly Medicaid billing
  - Manage IDEA compliance
  - Manage special education student count reporting
  - MI-Access Assessment
  - Maintain special education student files and data entry in SIS including preparation for state pupil accounting reporting
  - Management of federal funds (MEGS) and IDEA flow through grant
  - Provider/vendor participation in ongoing training to ensure that staff stay up to date on federal and state laws.
  - Maintenance of computerized tracking system to project mandated deadlines so all services are rendered on time.
  - Quarterly audits of student files to ensure compliance obligations are met.
  - Lead any special education audits from the State or other authorized entity.
  - Review of student files managed by non-GPS staff as needed.
  - Recommend and take action to remedy non-compliance files as needed

**Please review the Addendum for an estimated scope of services by number of anticipated staff members and services.**

### **Instructions for Proposals**

In your proposal, please include the following documentation:

1. Response to questions.
  2. Signature Page (attached)
  3. Bid Submission Sheet (attached)
  4. Conflict of Interest Affidavit (attached)
  5. Assurances and Certification Page (attached)
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### **Questions**

1. What experience does your firm bring to this work? Please specifically describe your firm's history, leadership, organization structure, and experience with charter schools in Michigan.
2. What team member(s) would you propose assigning to this work? Please provide information regarding staff qualifications, including staff resumes for review.
3. How would you plan to work with the MacDowell Preparatory Academy Principal to identify and assign staff from your organization for the MacDowell program?
4. Please provide three references that we might contact to further evaluate your services. If possible, we would prefer to contact charter schools in the Detroit area.
5. Based on the scope of work noted above, please provide an annual cost estimate for MacDowell Preparatory Academy on the grid below. Please assume that there will be 40 students with IEPs for the 2020-2021 school year (to be revisited after Fall count is completed).
6. If you have a menu of fees for additional services that aren't included in this scope of work, please provide that in your proposal as well.

## **Indemnity, Release, Insurance and Security**

### **Insurance**

1. Evidence of Vendor Insurance Coverage
  - a. The Vendor shall provide MacDowell at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable as listed below:
    - i. Certificate of Liability Insurance properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.
  - b. Insurance Requirements
    - i. During the performance and up to the date of final acceptance of the work, the Vendor must effect and maintain insurance hereafter listed below:
      1. The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
      2. The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
    - ii. The following shall be Additional Insureds on Commercial General Liability Insurance: MacDowell, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
    - iii. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
2. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to MacDowell at least ten (10) days prior to the expiration date.

### **Indemnification and Hold Harmless**

1. The Vendor shall indemnify and hold harmless APS, MacDowell, its officers, agents, and employees from:
  - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or

omissions of the Vendor, its officers, employees and/or agents, including its sub or independent vendors, in connection with the performance of the contract.

- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent vendors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. MacDowell will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
- d. The Vendor shall reimburse MacDowell any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

## **Default and Termination**

- 1. In the event the Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, MacDowell may notify the Vendor of such default in writing.
- 2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for MacDowell in the case of notice by the Vendor.
- 3. Failure on the part of MacDowell to notify the Vendor of default shall not be deemed a waiver by MacDowell of MacDowell's rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.
- 4. Upon receipt of notice of default from, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of MacDowell, MacDowell shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to MacDowell for damages sustained by virtue of any default by the Vendor.
- 5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event MacDowell prevails, the Vendor shall pay all expenses of such action including MacDowell's attorney fees and costs at all stages of the litigation.
- 6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (30) day notice to the other party.

## **Integration**

1. All RFP documents and addendum, vendor's response to this RFP, subsequent purchase orders, and contract with the successful vendor contains the entire understanding between the parties.

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment shall be made using subjective judgment and the evaluation criteria stated below:

Cost 45%

Experience 20%

Reliability 20%

Operational Plan 15%



## SIGNATURE PAGE

This form must be returned, properly executed. Please use this page as a cover sheet for your bid proposal.

In compliance with the Request for a Proposal made by MacDowell the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the PS/MacDowell Board nor any officer, employee or person whose salary is payable in whole or in part by the respective boards is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that PS/MacDowell will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

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

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

Signature of above: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Are you a small business? Yes\_\_No \_\_\_\_\_

Are you a minority business? Yes\_\_No \_\_\_\_\_

If yes, list minority: \_\_\_\_\_

## BID SUBMISSION SHEET

Total Bid\* \$ \_\_\_\_\_

(\*Bidders must also provide a complete list of itemized costs including hourly rates for each staff member and the estimated number of service hours for each staff member)

\_\_\_\_\_  
Name/Title

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Approximate Installation Date

\_\_\_\_\_  
City/State/Zip

Exceptions, additions or deviations from specifications

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, a duly authorized representative of the \_\_\_\_\_ Bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances and, further, to hold MacDowell harmless should any judgment be rendered against our firm for violations(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands and will comply with all requirements and conditions of the specifications.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW:

☐ List and describe all existing Conflicts of Interest. (Attach an additional page if necessary.)

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☐ To the best of my knowledge, no conflict of interest exists.

Print name of bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

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

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

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NOTARY: State of \_\_\_\_\_ County of \_\_\_\_\_. Sworn to and subscribed before me, a notary public in and for the above state and county, on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## **ASSURANCES AND CERTIFICATIONS**

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The prospective vendor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective vendor is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this proposal.

### **Certification Regarding Nondiscrimination Under Federally and State Assisted Programs**

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

### **Iran Economic Sanctions Act**

The prospective vendor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. MacDowell as a Michigan public entity is required to follow Public Act 517 of 2012.

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Signature

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Date

## Addendum

Staffing	QTY	Hours
Paraprofessional	1	22.5
Resource Room Teacher	2	76
Speech Services	1	22.5
OT Services	1	5
Social Worker	1	22.5
SE Coordinator	1	15

Services	QTY
Psych Eval	6
IEPT/MET	1

Note: The number of evaluations and service hours worked by staff indicated are simply estimates for purposes of the RFP based on 2019 20 numbers. The quantity of hours will ultimately be based on the population of enrolled students.