

# MEDICINE HAT CATHOLIC BOARD OF EDUCATION

## REQUEST FOR PROPOSAL – PHYSICAL THERAPY SERVICES



# Medicine Hat Catholic Board of Education

## REQUEST FOR PROPOSAL

### Physical Therapy Services

DATE OF INVITATION: APRIL 15, 2019  
DATE OF RFP CLOSING: MAY 2, 2019

## AUTHORIZED SIGNATURE

The Undersigned Individual / Company / Partnership represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Agreement if awarded by any law of Canada or of the Province of Alberta. The Undersigned acknowledges receipt, understanding, and has taken into consideration all the information presented in the Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Individual / Company / Partnership and to bind it to this response and agreements awarded pursuant to it and in all matters relating to or arising out of the subject matter of this response.

The Undersigned authorizes The Medicine Hat Catholic Board of Education to contact any of the listed references submitted in their proposal response.

The Undersigned acknowledges that The Medicine Hat Catholic Board of Education reserves the right to accept or reject in whole or in part all proposal responses.

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Individual / Company / Partnership

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Name and Title (Please Print)

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Authorized Signature

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Date

(A duly signed copy of this form **must** be included with your proposal.)

# 1 INTRODUCTION AND SCOPE

The Medicine Hat Catholic Board of Education (herein referred to as “The District”) invites qualified companies/partnerships/individuals to submit proposals (herein referred to as RFP) for physiscal therapy services.

## 1.1 RFP Terminology/ Definitions:

Throughout this RFP terminology is used as follows:

- "proponent", "bidder"

A service provider that submits or intends to submit a proposal in response to this RFP.

- "must", "shall", "mandatory"

A requirement that **must** be met in an unaltered form in order for the proposal to receive consideration. Proposals not meeting mandatory requirements will be automatically rejected.

- "should", "may", "desirable"

A requirement having a significant degree of importance to the objectives of the RFP.

## 1.2 Purpose:

The purpose of this RFP is to solicit sealed proposals from the service providers specified in the RFP for the supply of Physical Therapy Services subject to the terms and conditions herein specified.

## 1.3 Important Dates:

The following dates are significant in terms of this RFP.

RFP Issue Date	April 15, 2019
RFP Closing Date	May 2, 2019
Proposed Bidder Selection Date	May 15, 2019

## 2 PROPOSAL PREPARATION AND SUBMISSION

Proponents are advised to carefully read and follow the terms, conditions and procedures outlined in the RFP as any deviation from the requirements may be cause for rejection, disqualification, or low evaluation points being awarded.

### 2.1 Closing Date:

Four (4) sealed copies of your proposal **must** be submitted so as to be received on or before May 2, 2019, by no later than 10:00 am Medicine Hat time, at the office of:

Greg MacPherson, CPA, CGA  
Secretary-Treasurer  
Medicine Hat Catholic Board of Education  
1251 – 1 Avenue SW  
Medicine Hat, Alberta T1A 8B4  
Clearly marked **“Proposal for Physical Therapy Services - Confidential”**

2.1.1 The Medicine Hat Catholic Board of Education reception clock shall be used to determine the time of receipt, once the clock rolls to the next minute after the close, no proposal(s) shall be accepted.

### 2.2 Signature:

All proposals shall be signed by a duly authorized official of the Individual/Company/ Partnership.

### 2.3 Proposals Received After Closing:

Proposals that are received after the closing time shall not be accepted and shall be returned to the bidder unopened.

### 2.4 Electronic Mail and Facsimile Responses:

Proposals received by email and fax will not be accepted.

2.5 Proposal Format:

The evaluation of proposals is made easier when proponents respond in a similar manner. Proponents' proposals should be formatted in accordance with the following outline to assist and promote the evaluation of proposals.

- (a) Signature Page - closing date and time, proponent's telephone and fax numbers, contact person signature and corporate seal (if available).
- (b) Letter of Introduction - one or two pages providing a company profile.
- (c) Table of Contents
- (d) Proponent's Response
- (e) Appendixes - any additional information, brochures, reports, etc.

**3 GENERAL TERMS AND CONDITIONS**

3.1 Inquiries:

It shall be the bidder's responsibility to familiarize itself with all aspects of the Medicine Hat Catholic Board of Education requirements.

All inquiries related to this RFP shall be directed in writing to:

Ms. Terri Ball  
Coordinator of Early Childhood Services  
Medicine Hat Catholic Board of Education  
1251 – 1 Avenue SW  
Medicine Hat, Alberta T1A 8B4  
Email: [terri.ball@mhcbce.ab.ca](mailto:terri.ball@mhcbce.ab.ca)

Information obtained from any other source is not official and may be inaccurate. Direct contact by a proponent with any other person or school within the District, without authorization by the person identified above, **may result in the disqualification of that proponent's proposal.**

3.2 Changes to Proposals:

The proponent shall not change the wording of his/her proposal after the submission closing date, and no words or comments shall be added to the general conditions or specifications unless requested by the District for the purpose of clarification.

The District reserves the right to seek clarification of items in the RFP and to request modification prior to acceptance.

3.3 Ownership of Proposals:

All responses to the RFP shall become the property of the District.

3.4 Proponent's Expense and Responsibility:

It shall be the proponent's responsibility to familiarize themselves with all aspects of the RFP requirements. The District shall not assume responsibility or liability for any costs incurred by the proponent in the preparation of their proposal.

3.5 Proposals as Part of Contract:

The District reserves the right to negotiate with the proponent to clarify their proposals and, if accepted, may form part of any contract awarded.

3.6 Acceptance of Proposals:

The District reserves the right to modify the terms of the RFP at any time at its sole discretion.

This RFP should not be construed as a contract to purchase goods or services. The District is not bound to any proposal of those submitted. The District is under no obligation to award a contract and reserves the right to terminate the RFP process at any time with all or any of the responding proponents.

The District is under no obligation in any manner to any proponent until a written agreement has been duly executed relating to an approved proposal.

3.7 Single Response:

A single response (i.e. a proposal from only one proponent to the RFP) may be deemed a failure of competition, and, at the sole option of the District, the RFP may be cancelled.

3.8 Bid Ineligibility:  
Proposals which are incomplete, conditional or obscure; which in any way fail to conform to the requirements of the RFP document; or which contain alterations, erasures or irregularities of any kind may be rejected.

3.9 Liability for Errors:  
The representations in the RFP documents are furnished merely for general information of proponents and are not in any way warranted or guaranteed by or on behalf of the District. All prospective proponents are urged to conduct their own investigations into the material facts, and the District shall not be held liable or accountable for any error or omission in any part of this RFP.

3.10 Confidentiality and Freedom of Information:  
All documents submitted to the District as a result of this RFP shall be the property of the District and as such, shall be subject to the disclosure provisions of the Freedom of Information and Protection of Privacy Act of Alberta. A copy of the FOIP Act can be obtained from the Queen's Printer.

Proponents making their entire RFP response proprietary or confidential shall be neither accepted nor honored. Proponents shall identify which portion(s) of their submission is confidential and what harm could reasonably be expected from disclosure of those portions.

3.11 Acceptance of Terms:

3.11.1 All the terms and conditions of this RFP shall be assumed to be accepted by the proponent and incorporated in his/her proposal except those conditions and provisions which are expressly excluded by the proponent's proposal wording.

3.11.2 The terms and conditions of this RFP shall not be altered. Proponents attempting to contradict, supersede or amend the RFP terms and conditions by inclusion of the proponents own standard terms and conditions may have his/her submission rejected and disqualified without further consideration.

- 3.12 Entire Agreement:  
The proponents shall agree that the terms and conditions and all documents forming this RFP constitute and govern the entire agreement between proponent and the District, superseding, terminating and otherwise rendering null and void any and all prior agreements, understandings, negotiations, contracts, whether written or oral between the proponents and the District.
- 3.13 Waiver of Minor Administrative Irregularities:  
The District reserves the right at its sole discretion, to waive minor administrative irregularities contained in any waiver submission.
- 3.14 Duration of Proposals:  
Proposals shall remain open to acceptance for a period of sixty (60) days after the proposal closing date. Proponents may withdraw their proposals without penalty or forfeiture until such time as an award is made.
- 3.15 Cancellation:  
The District reserves the right to cancel this RFP in its entirety after the advertised closing date, if no qualified bids or no bid that the District determines is financially viable.
- 3.16 Compliance with Laws:  
The successful bidder shall give all notices and obtain all the licenses and permits necessary to perform the work. The contractor shall comply with all laws applicable to the work and performance of the contract.
- 3.17 Termination:  
Any agreement entered into between the District and the successful proponent may be terminated by either party giving ninety (90) days written notification.

#### **4 HEALTH AND SAFETY REQUIREMENTS**

- 4.1 All equipment used shall meet all health, fire and safety regulations and standards and all work practices and procedures as required by law.



## **5 GOVERNING LAW**

- 5.1 The law governing this RFP or any contractual agreement resulting from this RFP shall be the law in effect in the Province of Alberta, Canada and shall be deemed to be executed in Medicine Hat, Alberta, Canada.

## **6 ASSIGNMENT**

- 6.1 Neither the successful proponent nor the District shall assign any contract resulting from this RFP in whole or in part without the prior written approval of the other.

## **7 INDEMNIFICATION**

- 7.1 Proponents shall indemnify and save harmless the District against all losses, costs, expenses and claims, demands, actions, payments, suits, recoveries, judgments, and settlements of every nature or description brought or recovered against or incurred directly by the District by reason of any act or omission (negligent or otherwise) of the proponent, or their agents or employees, in the performance of the service.

## **8 THE WORKERS' COMPENSATION ACT**

- 8.1 The proponent shall comply with the Workers' Compensation Act and regulations made under the Act unless the service is exempt under the Workers' Compensation Act and Regulations. If the service is not an approved exempt service, then the proponent shall submit with the proposal a letter from the Workers' Compensation Board (Alberta) stating that the proponent has an account in good standing with the Board.

## **9 CONFLICT OF INTEREST - INDEPENDENCE**

- 9.1 All proposal submissions **must** include full disclosure of all existing business relationships including, but not limited to, ownership interests or affiliations, direct or indirect, pertaining to the RFP. Should a conflict of interest arise, the District, at its sole discretion, may disqualify the proposal submission. Failure to disclose a potential conflict of interest in the proposal submission may result in disqualification from the proposal process or termination of any agreement that has been awarded as a result of the proposal process.

## **10 INSURANCE & INDEMNIFICATION**

The successful candidates **must** be responsible for the following:

- 10.1 **General Liability Insurance** – to obtain and maintain their own liability insurance in the amount of five million dollars (\$5,000,000). Medicine Hat Catholic Board of Education shall be an additional insured on the vendor’s insurance policy.
- 10.2 **Professional Liability/Errors and Omissions Insurance** – to obtain and maintain their own liability insurance in the amount of five million dollars (\$5,000,000).
- 10.3 The successful candidate will be required to submit an insurance certificate prior to the commencement of the contract.
- 10.4 **Indemnification** – the successful candidate shall indemnify and save harmless the District from and against all losses, costs, expenses and claims, demands, actions, suits, recoveries, judgments, and settlements of every nature or description brought or recovered against or incurred directly by the District by reason of any act or omission (negligent or otherwise) of the proponent, or their agents or employees, in the performance of the Agreement.

## **11 EVALUATION / REJECTION OF PROPOSALS**

- 11.1 Each proposal shall be evaluated on the basis of information available in the proponent's proposal as well as information obtained from reference checks. Proponents should include in their response, print screens of electronic information they wish to have considered as well as make reference to the specific websites from which the print screens were produced.
- 11.2 Evaluation Team:  
Evaluation of proposals shall be performed by a team consisting of representative members of the District.
- 11.3 Evaluation Procedures:  
Proposals shall be evaluated for compliance with mandatory requirements. Failure to meet all mandatory requirements shall result in automatic rejection of the proposal without further consideration.

Those proposals that meet all mandatory requirements shall be evaluated and scored based on the proponent’s response to requirements in the RFP (see Evaluation Criteria below). Therefore, it is important that responses be in the format requested, be clear, concise and comprehensive so the evaluators can adequately understand all aspects of the proposal. See 2.5 Proposal Format.

The evaluation process is designed to award the acquisition, not necessarily to the proponent of least cost, but rather to the proponent with the best combination of attributes based on the evaluation criteria.

11.4 Evaluation Criteria:

Candidates will be evaluated using the following set of criteria:

CRITERIA	WEIGHTING
Service Delivery Model	20% *
Qualifications & Early Learning Experience	15% *
Collaboration/Team Building Experience	20%
Provision of Professional Development	15%
Price	15%
Reference Check	<u>15%</u>
<b>Total</b>	<b>100%</b>

\* Evaluation criteria marked with an asterisk (\*) have a minimum upset level of 6 - Satisfactory. If a minimum score of 6 is not obtained for any individual criteria marked with an asterisk above, the proposal will be rejected.

Proposal **must** be formatted with clearly marked sections for each criterion, as listed above.

The District reserves the right to seek clarification of proposal material with any or all proponents while conducting the evaluation process.

11.5 Scoring System:

Points will be assigned for each criteria based on the information provided in the RFP. A pre-specified scoring system is established to ensure that scoring is as consistent as possible among evaluators. Scoring shall be awarded on a scale of 0 to 10, where the range is defined as follows:

Score	Interpretation
0 1 2	UNACCEPTABLE, does not satisfy the requirements of the criterion in any manner
3	VERY POOR, addresses some requirements but only minimally
4	POOR, addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL, barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY, average capabilities and performance, meets most of the requirements of the criterion
7	ABOVE AVERAGE, fully meets all the requirements of the criterion
8	SUPERIOR, exceeds the requirements of the criterion
9 10	EXCEPTIONAL, feature is clearly exceptional to the requirements of the criterion

11.6 Acceptance/Rejection of Responses:

At its sole discretion, the District reserves the exclusive right:

- To reject all proposals and to invite new proponents for the services required;
- To reject proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
- To reject proposals where there are significant omissions of required information as they relate to desirable requirements;
- To reject proposals which have conditions attached, which are not authorized by the request;
- To reject proposals which fail to provide satisfactory references or to meet servicing requirements;

- To reject any proposal that in any way fails to comply with the Request requirements specified herein;
- To request additional information from proponents and to decline any or all proposals made;
- To accept any proposal and also reserves the right to negotiate with the selected firm to clarify and enhance the services provided under the proposal, prior to acceptance.

## **12 Successful Proponent**

The successful proposal shall be deemed to be the proponent best able to meet the needs of The Medicine Hat Catholic Board of Education.

The District reserves the right to award contracts to any one or more of the submitting bidders, at their sole discretion.

## **Appendix A – Physical Therapy Service Requirements**

### **1 General Overview**

The Medicine Hat Catholic Board of Education wishes to invite quality physical therapy service contractors to provide consultation, therapy, intervention and assessments in a collaborative work environment to support children in a variety of early learning programs.

### **2 Service Options**

- 2.1 Service for children with identified exceptional needs at a variety of locations:
  - 2.1.1 Privately operated child care programs, and preschools (mild/moderate to severe delays).
  - 2.1.2 School-based Early Learning Programs (mild/moderate to severe delays) and Kindergarten programs (mild/moderate to severe delays).

### **3 Mandatory Requirements:**

All proposals **must** include a clear description and examples of the following aspects of their proposed speech/language service:

#### ***Service Delivery***

- 3.1. Provide a Service Delivery Model – in class, small group, play-based, center activities, aligning with the school district early learning vision.
- 3.2. Ability to work within a multi-disciplinary team that uses data and experiential observations to generate a functionality impact report. This collective information will support the identification of children with mild, moderate or severe developmental delays and provide appropriate strategies to support effective programming.
- 3.3. Perform assessment – own testing kits and protocols, provide timely pre/post testing and reports, additional testing in consultation with the multi-disciplinary team and Coordinator of Early Childhood Services.
- 3.4. Demonstrated ability to implement and support the development and achievement of Individual Support Plan goals, in consultation with the teacher, for identified children
- 3.5. The District requires a minimum of 500 hours per school calendar year (additional hours for services may be further negotiated) of Physical Therapy (PT) services.

- 3.6. The District reserves the right to award contracts to any one or more of the submitting bidders, at their sole discretion. If your bid is unable to accommodate the minimum number of hours required, please indicate the minimum/maximum number of hours your bid could fulfill.
- 3.7. Ability to provide services and meet as a member of a multi-disciplinary team.
- 3.8. Demonstrated knowledge of and ability to implement services based on the pyramid of intervention and determination of need.
- 3.9. Preference will be given to vendors who will not allow staff to take vacation time during the school calendar instructional days except under extenuating circumstances, approved by both the Vendor and Coordinator of Early Childhood Services.
- 3.10. If the service delivery model you would like to propose is different than what is outlined above, please provide details on both the alternative service delivery model and the model outlined above. Please also indicate the price of both models.

#### ***Term of Service***

- 3.11. The initial contract period will be for one (1) year beginning September 3, 2019 and ending June 30, 2020. There will be two optional extension periods of two (2) years each by mutual agreement of both parties.

#### ***Qualifications and Early Learning Experience***

- 3.12. Registered physical therapist with a minimum of one year experience serving children 5 and under within an early learning environment.
- 3.13. Demonstrated ability to implement and support the development and achievement of Individual Support Plan goals for identified children.
- 3.14. Demonstrated success supervising Physical Therapy Assistants and establishment of a positive working relationship.
- 3.15. Criminal Record Check (including vulnerable sector search) and Child Welfare Intervention Check for all employees on a tri-annual basis.

#### ***Professional Development***

- 3.16. Ability to provide professional development as requested to teachers, learning assistants and parents in the areas of gross motor development and physical literacy.

#### ***Collaboration and Team Building Skills***

- 3.17. Demonstrated ability to work in collaboration with teachers, service providers and parents

- 3.18. Responsible to School Administrator, Coordinator of Early Childhood Services and ultimately to the Associate Superintendent of Learning Services.

**Price**

- 3.19 Hourly rate. If the hourly rate is variable dependent upon the number of hours awarded in the contract, please indicate these specific rates. Also, if you have indicated an alternate service delivery model (see 3.10), please provide the hourly rate for this model.

4 Insurance & Indemnification:

The successful candidates **must** be responsible for the following:

- 4.1 Liability Insurance – to obtain and maintain their own liability insurance in the amount of five million dollars (\$5,000,000). The Medicine Hat Catholic Board of Education shall be a name insured on the tenant’s insurance policy.
- 4.2 **Indemnification** – the successful candidate shall indemnify and save harmless MHCBE from and against all losses, costs, expenses and claims, demands, actions, payments, suits, recoveries, judgments, and settlements of every nature or description brought or recovered against or incurred directly by MHCBE by reason of any act or omission (negligent or otherwise) of the proponent, or their agents or employees, in the performance of the Agreement.

5 Service Provision:

The successful candidates will be responsible for the following:

- 5.1 **Assessments/Reports**
- 5.2 **Integrated services within the classroom**
- 5.3 **Communication with all stakeholders**
- 5.4 **Supplies and Resources**
- 5.5 **Professional Development**



6 References:

6.1 Proponents **must** include in the Proponents Response section of the RFP, a list of references (minimum of 2). References should include:

Contact name  
Telephone and facsimile numbers  
Email address

It should be noted that personal references will be accepted but business related references that have direct understanding and knowledge of you or your company's performance will be given greater weight.

6.2 In the event that more than three references are included, only the first three will be used for scoring purposes.

6.3 References shall be weighted and/or scored as evaluation criteria of the RFP. MHCBE shall not enter into an agreement with any proponent whose references, in the opinion of the MHCBE Evaluation Team, are found to be less than satisfactory.

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