



## **Request for Proposals**

ISSUE DATE: 8/6/2021

PROPOSAL DUE DATE AND TIME: 8/20/2021 at 4 PM

(The time of receipt shall be governed by the clock at the address below)

### **Art Therapy, Music Therapy, and/or Life Coaching**

ISSUED BY: SALEM CITY SCHOOLS

SALEM, VIRGINIA

**Signed and sealed proposals should be clearly marked on the outside envelope "Art Therapy, Music Therapy, & Life Coaching" and delivered or mailed by the due date and time to:**

Mandy C. Hall  
Director of Business  
Salem City Schools  
510 South College Avenue  
Salem, Virginia 24153  
Phone (540) 389-0130  
E-mail: [mhall@salem.k12.va.us](mailto:mhall@salem.k12.va.us)

Purchasing inquiries may also be made to the above contact person and phone number. No phone, fax or email proposals will be accepted.

**I. PURPOSE**

The purpose of this Request for Proposals (RFP) and resulting contract is to solicit proposals from qualified entities to provide Art Therapy, Music Therapy, and/or Life Coaching to certain Salem City Schools students. It is the intention of Salem City Schools to award a one (1) year contract with the option of four (4) one (1) year renewals.

**Three (3) copies of the proposal are required** and must be submitted as indicated on the cover page of the RFP.

Salem City Schools shall provide the mechanism for the evaluation of all information received. Salem City Schools reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that Salem City Schools may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business, or firm.

Written responses, including any questions will be provided on our bid website in the form of an addendum. It is the responsibility of the Offeror to periodically check our website for any addendum. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

Multiple options and pricing is encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Business Director regardless of price, quality or any other factors.

**BACKGROUND**

Salem City Schools is a public school division with approximately 3,870 students, 6 schools (1 high, 1 middle, 4 elementary), a central administrative facility and an Alternative Instruction Center. The school division is known as a high performing public school system with above average academic success in Virginia.

**II. STATEMENT OF SCOPE & NEED**

**General Requirements:**

Salem City Schools is seeking to partner with a local agency to provide art therapy, music therapy, and/or life coaching to individual or groups of students. The goal is to provide onsite and/or offsite sessions to struggling students. The following specifications are provided for your review and consideration:

**Minimum Qualifications:**

## RFP for Art Therapy, Music Therapy, and Life Coaching

BA with professional qualification in relevant field and one year of experience.

### Recipients:

A child/adolescent or group of children/adolescents will be approved through screening and preliminarily determined to be eligible to participate as identified through the Department of Student Services.

### Service:

Salem City Schools, approved by the Director of Student Services and the building principal, may have the opportunity to utilize Art Therapy, Music Therapy, and/or Life Coaching.

### Services to include:

- 1) Development and implementation of Individual or Group Service Plan
- 2) Various therapies utilized to meet individual or group needs

### Point of Contact:

- 1) The Director of Student Services for Salem City Schools will be the school division contact on an on-going basis.
- 2) The successful Offeror shall provide point of contact for discussions.

### References:

All Offerors shall include a list of three (3) references, from local governments, and/or similar projects, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached *Reference Form*.

Reference may or may not be reviewed or contacted at the discretion of Salem City Schools.

### **III. BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information of factors deemed relevant by Salem City Schools shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Salem City Schools. Salem City Schools will make the final determination of the proposal that best meets the needs of Salem City Schools. Additional factors, in addition to costs, will be taken into account when evaluating proposals:

- A. Overall quality and organization of proposals submitted;
- B. Company background, staffing, qualifications and experience of the firm and any subcontractors, including experience in providing these services;

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- C. Capability and experience of the project staff including experience with similar work and as evidence by submission of resumes or personnel to be assigned to this work;
- D. Work plan, schedule, and methodology;
- E. Past record and performance of the firm with respect to schedule compliance, cost control, and quality of work; and
- F. Proposed cost of services-(Rate sheet);
- G. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- H. References;
- I. Reporting capabilities;
- J. Company financial status to include the sufficiency of the financial resources and the ability of the bidder to perform the contract;
- K. Pricing shall be a factor in evaluating the proposals; however, Salem City Schools reserves the right to purchase other than low bid;
- L. Quality, availability, and adaptability of the goods and services;
- M. Whether the Offeror can perform the contract and provide services promptly; and
- N. The ability of the Offeror to respond to problems and concerns.

### IV. CALENDAR OF EVENTS

The following table represents the desired time line for implementation with identified milestones and target dates. The district understands that these timelines are based on district projections and that actual implementation schedules will be determined during and after the discussion phase.

The following is a tentative outline of the schedule for selecting one or more Offerors to provide services:

- |                               |                    |
|-------------------------------|--------------------|
| • RFP sent out                | 8/6/2021           |
| • RFP responses due           | 8/20/2021          |
| • Conduct discussions         | Week of 8/23/2021  |
| • Select top ranked proposer  | 8/30/2021          |
| • Award bid and sign contract | 9/14/2021          |
| • Begin services              | 9/14/2021 or after |

### V. GENERAL CONDITIONS OF PROPOSAL

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

- A. The request for proposals and any subsequent contract shall be governed by the laws of the Commonwealth of Virginia, specifically but not limited to the Public Procurement Act and the procurement policies of the School division.

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- B. The School division reserves the right to reject any and all proposals and waive any informalities.
- C. The proposal shall be submitted in the English language and US dollar currency.
- D. Any contract resulting from this RFP is non-assignable.
- E. The Offeror and its employees shall comply with all federal, state, and local laws applicable to the business conducted under this contract.
- F. The Offeror shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, disability, or national origin.
- G. The Offeror will be an independent contractor and not an employee of the school division.
- H. The successful Offeror shall maintain sufficient workers compensation insurance to protect itself and the school division from claims in accordance with the requirements of the Virginia Workers Compensation Act. The successful Offeror will also maintain sufficient liability insurance of at least \$1 million to protect against any liability claims for personal injury, death, or other damages, which may arise from the operations under this contract unless waived by the school division.
- I. The City of Salem school division is exempt from federal and state taxes and can furnish a tax exemption form upon request.
- J. The City of Salem school division reserves the right to award the contract on a split order basis, lump sum, or individual basis, or such combinations as shall best serve the interest of the school division.
- K. By submitting a proposal, the Offeror represents that it did not directly or indirectly enter into any arrangement or agreement in the restraint of free, competitive bidding in violation of the Sherman Antitrust Act.
- L. If the successful Offeror fails to perform under this proposal and the based thereon, the school division shall consider the contractor in default. Upon written notice, the contractor will have 20 calendar days to provide a plan to remedy the default. If the contractor fails to correct the cause of the default, the school division may complete the work through another third party. The contractor shall be responsible for any excess costs incurred above the original terms of the existing contract.
- M. The initial term of the contract will be for the second semester of the 2021-2022 school year and the City of Salem reserves the right to renew the contract annually for an additional 4 school years after the 2021-2022 school year for a total of 5 years if both

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parties are in agreement as to terms and cost. Both parties may agree to discuss and revise cost terms as needed but no more often than annually.

- N. Award will be made in the best interest of the City of Salem Schools, and the right is reserved to reject any and all proposals, to waive any informality or irregularity in the bids received.
- O. Drug Free Workplace-During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- P. Certification Required- Code of Virginia Section 22.1-296.1 (C) requires contractors and any employee who will have direct contact with students (defined as "in the presence of students during school hours or during school sponsored activities") to certify that the contractor and any employees 1) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and 2) that the contractor and any employee who will have direct contact with students has not been convicted of a crime of moral turpitude (lying or stealing). The contractor shall cooperate and assist the school division in obtaining the necessary certifications on forms to be provided by the school division from the contractor as well as subcontractors who will work on-site.
- Q. This RFP and any resulting separate contract shall include the requirement under school board policy that the contractor shall not send any employee or agent who is a registered sex offender to any school building or school property. Monthly the contractor shall check the registry to determine if any employee is registered.
- R. The contractor selected to provide the solution will need to certify in their contract that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. Termination of Contract
  - o The City of Salem School reserves the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons

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- operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain any required insurance.
- The school board may terminate services at any time if it deems the services to be insufficient, inappropriate or less than adequate to meet school division needs or if the Offeror is deemed to no longer be able to provide the services on a professional basis in accordance with school division expectations. The school division will pay for all valid services performed to date in the event of termination.
- T. Confidentiality-The proposer must comply with any applicable State and local school division guidelines designed to protect the confidentiality of student records and consultations (Policy JO: Student Records).
- U. This RFP is being issued by the City of Salem Schools and bid results may be used by the City of Salem or any other public school system in Virginia under the Cooperative Procurement provisions of the Virginia Public Procurement Act if the proposer and entity agree on specific terms to fit individual needs.
- V. Cost of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.
- W. I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- X. To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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The school district cannot legally agree to any clause indemnifying the Vendor from any damages arising out of the contract or holding the Vendor harmless. The submission of a bid or proposal means that the Vendor agrees not to request such language in the resulting contract.

- Y. Virginia School Data Privacy Agreement will be required as part of any resulting contract.

### PROPOSAL SUBMISSION REQUIREMENTS:

- A. FAX, telephone, e-mail, or oral proposals are not accepted.
- B. By submitting a proposal, the Offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an Offeror to receive or examine any form, addendum, or other documents shall in no way relieve the Offeror from any obligations with respect to the proposal or any resulting contract.
- C. Trade secrets or proprietary information submitted by the Offeror in response to this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke this protection prior to and upon submission of data or materials, and must specifically identify the data or other materials to be protected and state the reasons why protection is necessary.
- D. A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The Offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Director of Student Services up to the time and date set for receipt of proposals.
- E. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.
- F. Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each Offeror is responsible for determining that all addenda have been received before submitting the proposal.
- G. Proposals not containing proprietary information shall only be open to inspection after the award of the contract.



V. **PROPOSAL RESPONSE FORMAT**

**Any readable format is acceptable as long as it is organized and addresses all pertinent areas such as:**

- Company qualifications and personnel certifications and experience
  - Description of ability of Offeror to serve the typical anticipated number of students
  - Responsibilities of the school division if any
  - Sample contract, if school division is required to use Offeror's contract
  - Any other relevant information
- A. Following discussions with the 2 firms, the school division shall select the Offeror(s) who has made the best proposal and will award the bid to the top-ranked Offeror or multiple top ranked Offerors. The award document or resulting contract shall incorporate the terms and conditions of the RFP.
- B. The school division shall not be obligated to justify its reasons for non-selection to entities whose proposal was not accepted.

**NOTICE OF PROPRIETARY INFORMATION FORM  
RFP for Art Therapy, Music Therapy, and/or Life Coaching**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or Quote document, line item prices, and/or total bid or Quote prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or Quote.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**SIGNATURE SHEET**  
**RFP for Art Therapy, Music Therapy, and/or Life Coaching**

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS QUOTE.

DATE \_\_\_\_\_

PAYMENT TERMS – NET 30

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

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEIN: \_\_\_\_\_

VA BUSINESS LICENSE NUMBER: \_\_\_\_\_

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

**VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**REFERENCE FORM**  
**RFP for Art Therapy, Music Therapy, and/or Life Coaching**

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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**Salem City Schools  
Contractor Certification Form (Can be completed at time of Contract)**

The Code of Virginia (Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

**I. Certification Section to be Signed by CEO or Designee**

*I certify to Salem City Schools that to the best of my knowledge that no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.*

Name of Company CEO or Designee \_\_\_\_\_

Title of CEO or Designee \_\_\_\_\_

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

Signature of Company CEO or Representative \_\_\_\_\_

Phone Number (        ) \_\_\_\_\_

Date \_\_\_\_\_

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

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**II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities**

*By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.*

<u>Printed Employee Name</u>	<u>Signature</u>	<u>Date</u>

RFP for Art Therapy, Music Therapy, and Life Coaching

<u>Printed Employee Name</u>	<u>Signature</u>	<u>Date</u>
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Note: Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and upon conviction, the fact of such conviction will be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of the person’s license to provide such services. The School Board will not be liable for materially false statements regarding the required certifications.