



Request for Proposals

ISSUE DATE: April 11, 2022

PROPOSAL **DUE DATE AND TIME:** **May 11, 2022 4:00 pm LOCAL TIME**

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

Autism Services

ISSUED BY: **SALEM CITY SCHOOLS, SALEM VA**

Signed and sealed proposals should be clearly marked on the outside envelope “Autism Services Proposal Due May 11, 2022 4:00 pm local time” and delivered or mailed by the due date to:

Randy Jennings
Director of Student Services
Salem City Schools
510 South College Avenue
Salem, Virginia 24153
Phone (540) 389-0130
E-mail: rjennings@salem.k12.va.us

Purchasing inquiries may also be made to the above contact person and phone number. Services inquiries can be made to Randy Jennings, Director of Student Services at (540) 389-0130. No phone, e-mail or fax proposals will be accepted.

I. PURPOSE

The purpose of this Request for Proposals (RFP) and resulting contract is to solicit proposals from a qualified company or individual to do the following:

- Provide consultation for students with autism spectrum disorder
- Provide and conduct related staff development activities related to services for students with autism spectrum disorder

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

BACKGROUND

Salem City Schools is a public school division with approximately 4,000 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. The division currently serves approximately 30 autistic students.

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.

II. STATEMENT OF NEEDS

General Requirements:

1. The offeror must be an established entity and have a proven track record with the type of services requested.
2. The specifications, general conditions following, the proposal and the contract agreement, form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated.
4. Right is reserved by the school division to accept or reject any or all proposals, and waive informalities therein.
5. The service provider must meet the following unless waived at the school division's option:
 - a. Staff providing services must have a master's degree and a Board Certified Behavior Analyst certification

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- b. Staff must commit to 16 hours monthly to on site in Salem Virginia in one or more of the 6 schools for duration of contract
- c. Must be able to provided embedded autism support service to students, parents, and staff
- d. Must be able to provide individualized services to students when necessary
- e. Must be able to complete the outlined tasks on a timely basis in a competent manner

General System Requirements:

III Scope of Work

The successful offeror will provide Autism Services including:

- Write Functional Behavior Assessments and Behavior Intervention Plans for students and monitor the effectiveness of plans.
- Assist the school system in providing appropriate autism services for one year and renewable on an annual basis for up to 4 additional years for a total of 5 years.
- The school division reserves the right to terminate the contract if insufficient funds are appropriated or when funds are no longer available with notice to be given to the offeror as provided in the contract to be entered into.
- Conduct teacher training or related staff development and work with students directly to a limited extent required to accomplish the above tasks

A. Calendar of Events

The following is a tentative outline of the schedule for selecting an:

- | | |
|---|----------------------------|
| • RFP sent out | April 11, 2022 |
| • RFP responses due | May 11, 2022 |
| • Conduct discussions and applicable demos | Week of May 16, 2022 |
| • Decision made & Notice of Intent to Award posted | No later than June 3, 2022 |
| • Award bid and sign contract (After School Board approval) | June 15, 2022 |
| • Start service | July 1, 2022 |

General Conditions of Proposal

- 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, sex, 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. 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.
- K. 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.
- L. The initial term of the contract will be for the 2022-2023 school year and the City of Salem reserves the right to renew the contract annually for an additional 4 school years after the 2022-2023 school year for a total of 5 years if both 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.

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- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. The contractor selected to provide the solution certifies by making a proposal and in any resulting separate 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.
- R. Termination of Contract
The City of Salem School reserves the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain any required insurance.

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S. Confidentiality

The proposer must comply with any applicable State and local school division guidelines designed to protect the confidentiality of student records and consultations.

T. Additional services – The school division reserves the right to add additional related services if available and agreed to by the offeror and the school division.

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. The contract between a school service provider and the School Board shall require the school service provider

- To provide clear and easy-to-understand information about the types of student personal information it collects through any school service and how it maintains, uses or shares such student personal information
- To maintain a policy for the privacy of student personal information for each school service and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service
- To maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personal information and makes use of appropriate administrative, technological and physical safeguards
- To facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used or shared by the school service provider, or by such student's parent, either directly or through the student's school or teacher
- To collect, maintain, use and share student personal information only with the consent of the student or, if the student is less than 18 years of age, his parent or for the purposes authorized in the contract between the School Board and the school service provider
- When it collects student personal information directly from the student, to obtain the consent of the student or, if the student is less than 18 years of age, his parent before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service, and when it collects student personal information from an individual or entity other than the student, to obtain the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service

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- To require any successor entity or third party with whom it contracts to abide by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information
- Upon the request of the school or School Board, the school service provider will delete student personal information within a reasonable period of time after such request unless the student or, if the student is less than 18 years of age, his parent consents to the maintenance of the student personal information by the school service provider.

W. The contract will also prohibit the school service provider from knowingly

- using or sharing any student personal information for the purpose of targeted advertising to students
- using or sharing any student personal information to create a personal profile of a student other than for elementary and secondary school purposes authorized by the school division, with the consent of the student or, if the student is less than 18 years of age, his parent, or as otherwise authorized in the contract between the school division and the school service provider
- selling student personal information

X. 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.

Y. 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.

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

PROPOSAL SUBMISSION REQUIREMENTS:

- A. FAX, telephone, oral or e-mail, 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 Assistant Superintendent 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.

PROPOSAL RESPONSE FORMAT

Any readable brief format from the offeror is acceptable as long as it is organized and addresses all pertinent points such as:

- Description of qualifications, training, relevant education, professional affiliations of the person or entity

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- Copy of any pertinent current licensing issued by Virginia or relevant professional organizations
- Copy of documentation of professional liability insurance
- Describe number of years and type of experience with similar services (and with school systems in particular)
- Full description of services available, when services are available, and location(s) where services will be delivered since services will be off school property at the offeror's office
- Indicate any special requirements of the school systems or parents or referred students when utilizing services
- 3 pertinent references from Virginia school systems (name and phone number) or elsewhere that we can call
- Offeror's sample contract if applicable
- Any other relevant information

VI. PROPOSAL EVALUATION AND SELECTION PROCESS

- A. The school division will engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of the initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. The offerors selected for discussions will be encouraged to elaborate on their qualifications and staff expertise pertinent to the services requested.
- B. At the conclusion on the discussions, based on the selection criteria in the RFP and all information at that point, the school division will select two or more offerors whose professional qualifications and proposed services are deemed most meritorious and conduct negotiations beginning with the offeror ranked first.
- C. The school division shall not be obligated to justify its reasons for non-selection to firms whose proposal was not accepted.
- D. If a contract satisfactory and advantageous can be negotiated at a price considered fair and reasonable, the contract can be awarded to one (or more) top ranked offerors. If a satisfactory contract cannot be reached with the top ranked offeror(s), the negotiations are terminated with that offeror(s) and held with the next highest ranked offeror.
- E. The school division reserves the right at its sole option to make awards to more than one offeror using the process as described above.
- F. If the school division determines at its sole discretion that only one offeror is fully qualified or one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

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G. Selection of the successful offeror will be based on the following criteria:

1. Overall qualifications
2. Past experience and experience specifically with school systems
3. Information from the proposal discussion
4. References
5. Overall ability to provide specified services to meet school division needs
6. Proposed contractual terms
7. Cost

**NOTICE OF PROPRIETARY INFORMATION FORM
RFP for Autism Services**

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 Autism Services**

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 Autism Services**

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Business Relationship _____

**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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

