

**REQUEST FOR PROPOSALS
FOR SPECIAL EDUCATION
EVALUATION AND SUPPORT SERVICES**

XENIA COMMUNITY CITY SCHOOL DISTRICT

XENIA COMMUNITY CITY SCHOOL DISTRICT

**Attention: Dr. Gabriel Lofton
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1. OVERVIEW

1.1 PURPOSE

The purpose of this Request for Proposals (“RFP”) is to establish a contractual relationship with an experienced and qualified Special Education (“SPED”) Evaluation and Support service provider to provide complete SPED Evaluation and Support Services (the “Services”) to the Xenia Community City School District (the “District”) in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of reliability and professionalism in performing the Services (the final awarded contract shall be referred to herein as the “Contract”). The District may select one or more experienced and qualified SPED service providers to proceed with the negotiation process from those submitting Proposals in response to this RFP (service providers submitting proposals are hereinafter referred to as “Proposers”). The process will include the District’s review and evaluation of each Proposer’s methods and procedures used to provide the Services within the scope of this RFP, as well as its staffing and experience with performing the Services. Proposers should be prepared to make a presentation to the District, in addition to submitting their Proposals, of up to one (1) hour in length (time for questions and answers will be addressed within that one-hour time period). Upon the District’s award of the Contract to a Proposer, the parties will negotiate the final terms of the Contract.

1.2 OBJECTIVE OF RFP

The objective of this RFP is to offer experienced professional SPED Evaluation and Support service providers the opportunity to present a thoroughly detailed Proposal outlining their expertise and qualifications to the District. The Proposal must detail the Proposer’s experience and expertise in assisting school districts of similar size and scope as the District with their SPED Evaluation and Support Services (see Section 5 herein – Proposal Submission Requirements). The District will select the Proposal, if any, that it deems most qualified to serve the best interests of the District, in its sole discretion.

1.3 CONTRACT TERM

Pending the approval of the District’s Board of Education, the Contract cannot begin any sooner than July 1, 2021. The initial term of the Contract shall be for one (1) year. The District reserves the option, in its sole and absolute discretion, to renew the Contract for up to two (2) additional years, subject to the written approval of the Board of Education. The District reserves the right to terminate the Contract for any reason, with or without cause, at any point during the initial Contract term or any renewal term by providing thirty (30) days’ prior written notice of termination to the Contractor.

1.4 PROPOSAL SUBMISSION PROCESS

The date and time for receipt of Proposals is: **November 18, 2020 at 2:00 PM EST.**

1.4.1 Proposal Envelope. An envelope containing your Proposal must be marked in the upper left corner as follows:

**SEALED PROPOSAL ENCLOSED
SPECIAL EDUCATION EVALUATION AND SUPPORT SERVICES
XENIA COMMUNITY CITY SCHOOL DISTRICT**

**“Proposer’s Name”
“Proposer’s Address”**

The envelope must also be addressed and delivered as follows:

**XENIA COMMUNITY CITY SCHOOL DISTRICT
Attention: Dr. Gabriel Lofton
819 Colorado Drive
Xenia, Ohio 45385**

1.4.2 Late Proposals. Each Proposer is responsible for timely submission of its Proposal. The District reserves the right to reject without consideration Proposals or Proposal revisions received after the date and time specified above. Rejected Proposals and Proposal revisions will be returned to the Proposer unopened. The District is not liable for any delivery or postal delays.

1.4.3 Signed Original Proposal. Proposals must be submitted on the Proposal Forms attached to this RFP. Each Proposer must submit both be an original and three (3) copies of the Proposal, signed by an authorized member of the Proposer’s firm. This member should be the highest-ranking officer at the local level. Proposals must be submitted in hard-copy format. Proposals sent by facsimile or electronic mail will not be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

1.4.4 Opening of Proposals. All submitted Proposals shall be publicly opened on the following date and time, and at the following location:

**November 18, 2020 at 2:00 P.M.
Xenia Community City School District Board Office
819 Colorado Drive, Xenia, Ohio 45385**

Any interested parties may be in attendance for the opening of the Proposals. Only the names of the Proposers will be read aloud; no other information will be read aloud. The District will not render an immediate decision. The Contract award (if any) shall be announced at a public meeting of the Board of Education held at a later date and time.

1.4.5 Preferred Method of Communication. The District intends to primarily communicate with the Proposers via e-mail (*e.g.* communications regarding RFP clarifications and addenda). Except for the Proposal itself, references in this RFP to “written” form of communications shall include e-mail.

1.4.6 Intent to Respond. Each Proposer who intends to submit a Proposal in response to this RFP shall submit an “Intent to Respond” via e-mail to Dr. Gabriel Lofton on or before **November 11, 2020**. The Intent to Respond shall include the name of the Proposer, the name of the Proposer’s contact person and the contact information for the contact person (*e.g.* physical address, telephone number and e-mail address).

1.4.7 Requests for Clarification. Prospective Proposers may request that the District clarify information contained in this RFP. All such requests must be made in writing via e-mail to Dr. Gabriel Lofton. The District will use its best efforts to provide a written response to all properly submitted requests for clarification within five (5) business days after the receipt of such request. The District will not respond to any request for clarifications received after 10:00 a.m. on **November 11, 2020**

1.4.8 Restrictions on Communication. From the issue date of this RFP until the District announces the successful Proposer (hereinafter referred to as the “Contractor”), Proposers shall not communicate about their Proposals or this RFP with the District, the District Board of Education, or any individual member, administrator, faculty, staff member, student or employee of the District. This provision does not prohibit Proposers from communicating with the District for the purpose of requesting clarification in accordance with Section 1.4.7 above.

1.4.9 Addenda to the RFP. If it becomes necessary for the District to revise any part of this RFP, notice of the revision will be e-mailed in the form of an addendum to all parties who filed an Intent to Respond with the District. All addenda shall become a part of this RFP. To avoid any miscommunication, Proposers shall acknowledge in writing with the District their receipt of any addenda transmitted by the District. The failure of a Proposer to receive, or acknowledge receipt of, any addendum shall not relieve the Proposer of its responsibility to comply with the terms of the addendum.

1.4.10 RFP/Proposal Information Controlling. The District’s intent is to provide all Proposers with equal access to information relative to the RFP. The RFP preparation process may include discussions with certain prospective Proposers. Each Proposer shall prepare its Proposal based only on the information contained in this RFP, notwithstanding any prior communications or information shared between the District and the Proposer. In the event of any inconsistency between information contained in the RFP and any information previously provided to a Proposer, the Proposer should submit a Request for Clarification (refer to Section 1.4.7 above). No information communicated, whether verbally or in writing, to or from a Proposer shall be effective unless the information is contained in this RFP, an addendum to this RFP, the Proposal, or the District’s written response to a Request for Clarification.

1.4.11 Irrevocability of Proposals. All Proposals submitted shall not be withdrawn and shall be considered irrevocable offers for a minimum period of ninety (90) calendar days following the date and time for receipt of Proposals set forth above.

1.4.12 Proposer Bears Proposal Costs. Proposers are solely responsible for all costs incurred by it, or others acting on its behalf, in preparing or submitting a Proposal, otherwise responding to this RFP, or engaging in any negotiations incidental to their Proposals or the RFP process.

1.4.13 Finality of Decision. Any decision made by the District, including the Contractor selection, shall be final.

1.4.14 Reservation of Rights. The District reserves the following rights, in its sole discretion (for this provision and all other provisions contained in this RFP): (i) to accept or reject, in whole or in part, any or all Proposals with or without cause; (ii) to accept a Proposal which is not the lowest Proposal in terms of price; (iii) to waive any irregularity or informality in the RFP process or any Proposal; (iv) to request additional information from any or all Proposers; (v) to negotiate with Proposers concerning their Proposals; and (vi) to divide the award amongst multiple qualified Proposers in the event that the District determines that one Proposer is incapable of adequately performing all of the items listed involved in the Services.

1.4.15 Release of Claims. By submitting a Proposal, each Proposer agrees to release the District from any and all claims arising out of, or in any way related to, the RFP process and selection of a Contractor.

1.4.16 Collusive Bidding. Each Proposer certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation also submitting a Proposal in response to this RFP, and that the Proposer has not engaged in any unfair, collusive, fraudulent or otherwise illegal action in submitting its Proposal and participating in the RFP process. Each Proposer shall complete and submit the Non-Collusion Affidavit set forth in Appendix F to this RFP.

1.5 SCHOOL DISTRICT PROFILE AND OVERVIEW

The District is located in the City of Xenia, Greene County, Ohio. Please refer to the remaining provisions of this RFP for information relative to the District's current SPED Evaluation and Support Services.

1.5.1 Overview of District.

Schools

Elementary Schools	5
Central School (Pre-School / Gifted)	1
Middle School	1
High School	1

Other Buildings & Athletic Stadium

Central Office
Doug Adams Stadium

Students

2021-2022 Enrollment (estimated)4100

Number of Contracted SPED Employees

Approximately 18

School Year

Students are scheduled for 180 days per year

2020-2021 School Calendar – Appendix C

1.5.2 District Operational Information. The District covers approximately 126 square miles. The District provides daily SPED Evaluation and Support Services for each of its schools, in accordance with all applicable federal, state and local laws, rules, and regulations, as well as the District's Board of Education Policies and Procedures.

2. SCOPE OF SERVICES

2.1 CONTRACTOR COMPLIANCE WITH RFP

The Contractor shall provide Services to the District in accordance with the provisions set forth in this RFP. The District reserves the right to amend the scope of Services, in its sole discretion, at any point prior to award of the Contract. In the event of a revision to the Services, the District shall promptly notify the Contractor of the revision and the Contractor shall be given the opportunity to submit revisions to its Proposal in response to the District's change.

2.2 SCHOOL YEAR

The Services shall be performed during the 2021-2022 school year. A copy of the District's 2020-2021 school calendar is attached to this RFP as Attachment C. Although the 2021-2022 school calendar may not be identical, the calendar attached is representative of a normal school attendance year (180 days). The District reserves the right to make any revisions to the school calendar, as it sees fit in its sole discretion or as required by any State mandates. Should any revision to the school calendar alter the performance of the Contract, the parties will meet to discuss the impact and any necessary changes to the Contract.

2.3 STAFFING

The Contractor shall provide adequate staffing, determined in the District's sole discretion, to perform the Services in accordance with the terms and conditions of this RFP and the ultimate Contract. At a minimum, the Contractor shall provide adequate staff to fill each of the job classifications set forth in Section 2.9 herein (these classifications may be amended with the consent of the District). Section 2.9 also lists the FTE for each job classification during the 2020-2021 school year for reference, although this number may change for future years depending on student needs.

The Contractor accepts all responsibility related to the recruitment, screening, hiring, retention and certification of its employees who perform the Services for the District. Because the Contractor's employees will be performing the Services while students, parents or activity groups are in the building(s), it is mandatory that all employees be of high moral character, be properly attired at all times, and otherwise conform to any applicable District policies. The District shall reserve the right to require the Contractor to remove from any site any employee of the Contractor who the District, in its sole discretion, deems incompetent, incapable, or unqualified to perform the Services, or otherwise deems detrimental to the best interests of the District and/or its students.

The Contractor shall agree to provide the District with a complete, current list of employees

performing the Services (and the service(s) each is responsible for providing) on an ongoing quarterly basis. The Contractor shall immediately provide the District with an updated employee list in each of the following events: (i) a new employee begins performing Services for the District; (ii) an employee on the then-current list ceases performance of the Services for the District; or (iii) the job duties of an employee on the then-current list are materially changed. The Contractor shall be flexible with its staffing to meet the needs of each school in the District (which are subject to change day-to-day).

The Contractor shall furthermore maintain, and make available to the District upon request, current profiles for each employee performing the Services for the District. Employee profiles shall include the following documentation: (i) employment application; (ii) professional skills checklist; (iii) current license issued by the State of Ohio to perform the Services; (iv) current BCI and FBI criminal background check (background checks shall be provided at the sole cost and expense of the Contractor and/or employee); (v) a minimum of two prior employment references; and (vi) a copy of the employee's most recent physical fitness examination (which shall be completed on an annual basis).

2.4 SUPPLIES AND EQUIPMENT

In its performance of the Services under Contract, the Contractor shall be responsible, at its sole expense, for supplying all equipment and professional materials, supplies, and similar items necessary for use by the employee or for evaluation of students. An itemized list of the equipment, materials, supplies, aides and other items a Proposer intends to supply shall be attached to its Proposal. The District shall provide equipment for direct use by, or treatment of, students receiving SPED Services other than evaluation equipment.

2.5 GENERAL EXPECTATIONS FOR CONTRACTOR PERSONNEL

All Contractor personnel placed with the District shall be and remain at all times competent, qualified, and properly licensed and/or certified to provide the Services. Contractor personnel shall comply with all applicable law, regulations and District policies and procedures at all times in their provision of the Services.

2.6 ADDITIONAL EXPECTATIONS

The Contractor shall participate in the Ohio Medicaid Schools Program on behalf of the District. Such participation shall include Ordering, Referring and Prescribing ("ORP"); documentation of evaluations and services rendered; and maintenance of student records. Contractor employees and personnel will utilize the District's Ohio Medicaid Schools Program online documentation system, and therapy service reimbursements will be claimed directly by the District.

2.7 COST-EFFECTIVENESS

The Contractor will continually analyze its provision of the Services to the District in order to effectively manage costs, while maintaining Service levels in accordance with applicable law and District policies and procedures. The Contractor shall offer suggestions to the District based on its cost analysis to assist in reducing the District's costs and expenses with respect to the Services, and increase efficiency in the provision of the Services.

2.8 MANNER OF PERFORMING WORK

The Contractor shall perform the Services with the professionalism, responsibility, experience and certifications exercised and possessed by other professionals engaged in the provision of SPED

Evaluation and Support Services under similar conditions. The Contractor shall ensure compliance with all applicable federal, state and local laws and regulations, as well as all District policies and procedures, in its performance of the Services. The Contractor shall further adhere to required and appropriate safety procedures, and immediately report any potential health or safety hazard to the appropriate supervisory official employed by the District. The Services shall generally be performed between the hours of: (i) 9:00 AM to 3:00 PM for preschool and elementary students; and (ii) 7:30 AM to 2:30 PM for middle and high school students (except as needed in special or emergency situations).

2.9 JOB CLASSIFICATIONS

The job classifications set forth in this Section are intended to provide an understanding of the types of personnel the District will need from the Contractor to perform the Services (one person may be permitted to fill multiple classification roles). The roles listed in this provision are based on the District's needs for the current 2020-2021 school year. The District's needs may vary in subsequent school years, and the Contractor will need to be able to adjust its staffing accordingly. This provision is not intended to limit the scope of job classifications to those listed below. The Proposer may determine that other job classifications may be necessary to best serve the District and should feel free to make those recommendations in its Proposal.

Service	CURRENT FTE
Occupational Therapist (OT)	6.0
Occupational Therapist Assistant (OTA)	1.0
Physical Therapist (PT)	1.2
Speech and Language Pathologist	.25
Adapted Physical Education (APE) Specialist	.2
Orientation & Mobility (O&M) Specialist	.2
Vision Intervention Specialist (VIS)	.2
Hearing Intervention Specialist (HIS)	.4
Audiologist	.2
School-based Psychologist	5.0
School-based Mental Health Therapist	2.0

2.10 EMPLOYEE DEVELOPMENT AND DIRECTION

2.10.1 Continued Education and Training. The Contractor shall encourage and facilitate the well-being and professional development of its employees through the provision of continued educational opportunities, training, programs and materials. The Contractor shall: (i) provide and document new employee and substitute employee orientation, in-service and developmental training; (ii) provide self-study training materials appropriate for employee occupational categories, qualifications and experience; (iii) hold monthly staff meetings with employees to discuss training and current issues relevant to the Services, and retain documentation of specific training measures and topics undertaken; and (iv) provide job-related technical skills training as well as personal development opportunities.

2.10.2 Supervision of Contractor Personnel. The Contractor will provide all direction and supervision for its employees. To that end, the Contractor will provide personal, effective and positive leadership and clear, comprehensive written instructions defining employee tasks and functions. The Contractor shall maintain job descriptions for each employee.

2.10.3 Contractor Personnel Performance Reviews. The Contractor will establish policies and procedures for conducting routine employee performance reviews. The following items will be included in such employee review policies and procedures: (i) a monthly written supervisor's report; and (ii) a minimum of one (1) annual performance review, with the results of the review documented in writing. A copy of each written monthly report and annual review will be provided to the District promptly upon its completion. The Contractor shall maintain records for each employee containing the employee's performance review reports, and documentation of any qualifications, certifications possessed and completed specialized trainings completed by the employee.

2.10.4 Contractor Personnel Use of District Technology. The Contractor shall follow the District's technology guidelines, policies and procedures at all times while using District technology. The Contractor will further ensure that its employees follow the District's guidelines, policies and procedures during their use of the District's technology.

2.10.5 District Liaison. The District currently has a Director of Special Education and Pupil Personnel who is ultimately responsible for staffing decisions for the Services. The Director will serve as the liaison between the District and the Contractor.

3. CONTRACTOR SELECTION PROCESS

3.1 ORAL INTERVIEW

The District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposals and to answer any questions the District may have regarding the RFP and a Proposer's Proposal. In that case, the District will notify the Proposer's representative contact listed in its Proposal. In accordance with the RFP selection timeline, interviews may be scheduled in early December, 2020.

3.2 EVALUATION OF PROPOSALS

Each Proposer submitting a Proposal should understand that the nature of the District's SPED Evaluation and Support Services are so complex that each and every item and requirement for the Services may not be detailed in this RFP. The Proposer must document its expertise, experience and qualifications in its Proposal based on its understanding of the District's requirements. The Proposal must be complete, clear and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated: (i) management capability as shown by detailed evidence of Proposer's expertise, experience, qualifications, certifications and references; (ii) business stability, confirmed through various sources as well as the Proposal; (iii) SPED services capability, as shown by detailed evidence provided by the Proposer and checked through various sources (this includes, but is not limited to, proposed organization chart, proposed staffing recommendations, quality control plan and training programs); and (iv) pricing, as indicated in the Proposal and through the negotiation process. The District will thoroughly and thoughtfully evaluate each Proposal, and select the Proposer that it deems most qualified to serve the interests of the District to proceed to the negotiation process.

3.3 SELECTION TIMELINE

The District's anticipated timeline for its selection process is set forth below. Each of the below dates is considered tentative. The District reserves the right to revise the selection timeline at any time, in its sole discretion.

Issuance of this RFP	October 23, 2020
Deadline for Intent to Respond	November 11, 2020
Deadline for Requests for Clarifications	November 11, 2020
Deadline for Proposals	November 18, 2020
Proposer interviews and presentations to the District	Early December, 2020
District award of Contract	TBD
Implementation of Contract	July 1, 2021*
*Subject to Board of Education approval	

4. PRICING QUOTES; COMPENSATION

4.1 INITIAL PRICING QUOTES

The District is seeking, and Proposal shall include, costs and pricing quotes for each of the SPED Evaluation and Support Services set forth herein which the District requires.

4.2 RENEGOTIATION OF PRICING

In the event the District elects to renew the Contract beyond the initial Contract term, the parties may agree to renegotiate pricing and compensation for the Services for such renewal term. In no event shall any increase in pricing and/or compensation for a renewal term exceed the lesser of: (1) the percentage increase, if any, established by the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics; or (2) three percent (3%).

5. PROPOSAL SUBMISSION REQUIREMENTS

This Section outlines additional, general information that must be provided by the Proposer and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified from selection in the sole discretion of the District.

5.1 REQUIRED INFORMATION

5.1.1 General Information. Proposals must demonstrate an understanding of the Services the District requires and the ability to accomplish the tasks set forth herein. Proposers should include any information that they feel would assist the District in making an informed decision relative to the Proposal. The Proposer may also include any "value-added services" it feels the District may benefit from in addition to the requirements of this RFP.

5.1.2 Requested Exceptions; Special Considerations. Any exceptions to the terms and conditions contained in this RFP, or any special considerations or conditions requested or required by the Proposer, MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason for the requested exception or special consideration. Each Proposer shall be required, and expected to meet, the RFP requirements in their

entirety, except to the extent exceptions are expressly noted in its Proposal.

5.1.3 Proposer Qualifications. Each Proposer shall submit evidence of its ability and qualifications to satisfactorily perform the Services. The District requires the following minimum qualifications from its Contractors:

(i) The Proposer shall have been in the business of providing SPED Evaluation and Support Services for a minimum of five (5) years;

(ii) The Proposer currently has at least three (3) contracts with public school districts and/or higher education organizations for the provision of the same or substantially similar Services as those set forth herein. The Proposer must provide a minimum of three (3) K-12 public school or higher education references with whom the Proposer currently contracts with, or has contracted with in the past, to provide the same or substantially similar Services as those set forth herein. Proposers must provide the contact name, address, phone number and scope of services provided for each reference.

(iii) The Proposer can demonstrate the ability to manage a similar size school district with current references and management expertise; and

(iv) The Proposer is capable of committing to providing the Services for up to a three (3) year Contract term.

5.1.4 Proposer Personnel Information. Proposers must provide background on, and qualifications for, the personnel who will be involved in providing the Services to the District. Proposers shall provide evidence that personnel who will be involved in providing the Services to the District have received a BCI and FBI background check. Proposers shall also provide information describing the chain of command and reporting relationships in their organizations. To that end, Proposers will provide an organizational chart with their Proposals.

5.1.5 Evidence of Continuing Education/Training. Proposers must provide evidence of continuing education/training resources available to its personnel in order to stay abreast of the latest information and developments pertaining to special education services. Proposals shall also provide evidence of formalized educational training programs the Proposer provides for its employees, and the substance of such programs.

5.1.6 Employee Wage/Benefits. Proposers must include with their Proposals a schedule of wages and benefits offered to their employees.

5.1.7 Litigation/Administrative Proceedings History. Proposers shall provide a list of all litigation of administrative/regulatory proceedings which they have been party to in the past five (5) years. The list must describe the proceedings with enough specificity that the District can locate the records of such proceedings.

5.1.8 Audit Reports. Proposers must include with their Proposals their audited financial reports for the two (2) most recent fiscal years.

5.1.9 Insurance Certificates. Proposers shall maintain insurance with respect to its performance of the Services in accordance with applicable law and in sufficient amounts, as determined in the sole discretion of the District. Each Proposer shall furnish the following insurance documentation to the District with its Proposal:

(i) A Certificate of Liability Insurance demonstrating the Proposer maintains liability insurance that will protect against claims, damages, losses and expenses arising out, or in any way related to, the Proposer's performance or nonperformance of the Contract. The insurance shall be in a form acceptable to the District and shall have minimum policy limits of \$2,000,000 in the aggregate and \$2,000,000 umbrella. In the event the District awards the Contract to the Proposer, the Proposer shall submit an updated Certificate of Insurance within fourteen (14) days of the Contract award naming the District and its representatives, employees and agents as additional insureds, and stating that the District shall receive a minimum of sixty (60) days' advance written notice in the event of cancellation of, or material changes to, the liability insurance policy; and

(ii) A Certificate of Workers' Compensation Insurance evidencing the Proposer's maintenance of Workers' Compensation insurance to the fullest extent required by applicable law.

5.2 PROPOSAL FORMAT

5.2.1 Introductory Letter. Each Proposer must submit a letter enclosing its Proposal, which will serve as an introduction of the Proposer's organization. The letter must state the Proposer's agreement to be bound by the terms and conditions of this RFP, and those of the final Contract, in the event it is awarded to the Proposer.

5.2.2 Proposal Forms. Each Proposer shall complete and submit with its Proposal the Appendices attached to this RFP.

6. MISCELLANEOUS TERMS AND CONDITIONS

6.1 NON-BINDING NATURE OF RFP.

This document is a Request for Proposals only. Proposals will be treated as negotiated offers to enter into a contract with the District. The District and the successful Proposer shall memorialize their contractual relationship and obligations in a final, binding Contract. The Contract will contain many details relative to the District's SPED Services, as well as the terms and conditions under which the Services shall be provided by the Contractor. The final Contract shall be subject to review and approval by the District's legal counsel.

6.2 HOLD HARMLESS; INDEMNIFICATION

Each Proposer shall defend, indemnify and hold harmless the District and all of its representatives, employees and agents from any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of, or in any way related to, this RFP and/or the Proposal submitted in response thereto.

6.3 PUBLIC RECORDS ACKNOWLEDGEMENT

All Proposals shall become the property of the District. The District is a governmental entity

subject to Ohio public records law, as they may be amended from time to time, and Proposals submitted to the District may become a matter of public record. Through its submission of its Proposal to the District, each Proposer agrees that it shall defend, indemnify and hold harmless the District and all of the District's representatives, employees and agents from any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of, or in any way related to, the information set forth in the Proposal entering the public domain.

6.4 INDEPENDENT CONTRACTOR

The parties intend that the chosen Contractor shall be an independent contractor of the District, and nothing herein shall be construed as creating an employer/employee, joint venture, or other similar relationship between the parties.

6.5 CHANGES TO RFP

The District reserves the right to modify, amend, alter or change the RFP at any time. In the event the RFP is modified, amended, altered or changed, the District shall promptly notify all Proposers of that fact in writing.

6.6 FUND AVAILABILITY

The District's award of the Contract is contingent upon the continued availability of appropriation of funds sufficient to pay for the full cost of the Services. In the event funds are not appropriated by the District's Board of Education in amounts sufficient to cover the full cost of the Services, this RFP and/or the Contract shall be subject to cancellation by the District without penalty or liability.

6.7 WAIVER

The District's waiver of any term or condition set forth herein shall not be deemed to be a waiver of the District's ability to require strict compliance with such term or condition in the future.

6.8 NON-DISCRIMINATION

The District is an equal opportunity employer. The District does not, and shall not, discriminate against any Contractor, employee or applicant for employment because of race, religion, color, sex or national origin. The District requires the Contractor to abide by the same equal opportunity employment practices. To that end, the Contractor shall complete, and submit with its application packet, the Non-Discrimination and Equal Employment Opportunity Affidavit attached hereto as Appendix G.

APPENDIX A
PROPOSER'S GENERAL INFORMATION

PROPOSER (Company/Firm/Name): _____

CONTACT NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE: _____

PHONE: _____

ALT. PHONE: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

BY: _____

DATE: _____

APPENDIX B
PROPOSER PERSONNEL TURNOVER RATE

The Proposer shall provide its annual turnover rate for calendar years 2017, 2018 and 2019 for its personnel who would be involved in the provision of the Services for the District. The annual turnover rate shall include all applicable employees (including supervisors) who left by reason of resignation, layoff, termination, non-renewal and retirement. The annual turnover rate shall be calculated for each of the requested years by using the description and example below:

Description: Divide total separations by the **average** number of employees and multiply the answer by 100 to convert to a percentage.

Example: Suppose you lost 33 employees over the last 12 months out of an **average** workforce of 110. Divide 33 by 110 and multiply by 100 to find the employee **turnover rate** of 30 percent.

2016 Turnover Rate: _____

2017 Turnover Rate: _____

2018 Turnover Rate: _____

PROPOSER (Company/Firm/Name): _____

CONTACT NAME: _____

SIGNATURE: _____

DATE: _____

APPENDIX C

2020-2021 School Calendar



XENIA

COMMUNITY SCHOOLS

ACADEMIC CALENDAR

2020 - 2021

AUGUST 2020				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER 2020				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER 2020				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER 2020				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

DECEMBER 2020				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

JANUARY 2021				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY 2021				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

MARCH 2021				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL 2021				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY 2021				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JUNE 2021				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

JULY 2021				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST 17 Teacher Meeting Day - No School
 AUGUST 18 Staff Orientation/Work Day - No School
AUGUST 24 First Day of School for Students
 SEPTEMBER 7 Labor Day - No School
 SEPTEMBER 17 Interim Reports Go Home
 SEPTEMBER 18 Staff Professional Development - No School
 OCTOBER 16 End of First Grading Period (44 days)
 OCTOBER 23 Staff Professional Development - No School
 NOVEMBER 13 Interim Reports Go Home
 NOVEMBER 23 K-12 Conferences - No School
 NOV. 24 - 27 Thanksgiving Break - No School
 DECEMBER 18 End of Second Grading Period (41 days)
 DEC. 21 - JAN. 1 Winter Break - No School
 JANUARY 4 Return from Winter Break

JANUARY 18 Dr. M. Luther King Day - No School
 FEBRUARY 5 Staff Professional Development - No School
 FEBRUARY 11 Interim Reports Go Home
 FEBRUARY 12 K-8 Conferences - No School (HS in session)
 FEBRUARY 15 Presidents' Day - No School
 MARCH 19 End of Third Grading Period (53 days)
 MAR. 29-APRIL 2 Spring Break - No School
 APRIL 23 Interim Reports Go Home
 MAY 21 Staff Professional Development - No School
 TBA Last Day for Seniors
 MAY 27 End of Fourth Grading Period (45 days - 183 days total)
MAY 27 Last Day of School
 MAY 28 Teacher Work Day - No School
 MAY 28; JUNE 1-4 Make-Up Days, if Needed

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 Approved: August 2020

APPENDIX D
CERTIFICATE AS TO INTEREST

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first and duly sworn, deposes and says he is the _____ of _____ (the “Contractor”), the party making the foregoing Proposal; is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the Proposal for said work; that the said Contract is, on its part, in all respects fair and without collusion or fraud and that no member of the Board of Education, head of any department or any employee therein or any office of the District is directly or indirectly interested in said contract.

CONTRACTOR

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, 2020.

Notary Public

My commission expires: _____

APPENDIX E
NON-COLLUSION AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first and duly sworn, deposes and says he is the _____ of _____ (“Contractor”), the party making the foregoing Proposal; that such Proposal is genuine and not collusive of sham; that Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, of to secure any advantage against _____ or person or persons interested in the proposed Contract; and that all statements contained in said Proposal are true; and further, that Contractor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member of agent thereof.

CONTRACTOR

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, 2020.

Notary Public

My commission expires: _____

APPENDIX F
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first and duly sworn, deposes and says he is the _____ of _____ (“Contractor”), the party making the foregoing Proposal; that Contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the Contract under this Proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin.

CONTRACTOR

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, 2020.

Notary Public

My commission expires: _____