



## Department of Purchasing

100 N. Main Street, 2<sup>nd</sup> Floor

Suffolk, VA 23434

Phone (757) 925-6762 Fax (757) 942-4333

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November 19, 2020

To All Interested Parties:

**Subject: Request for Proposals  
Special Education Data Management Program**

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide **Special Education Data Management Program and related services for Suffolk Public Schools**. Please read carefully all information contained in the RFP document. Interested parties are invited to one electronic copy marked " **Special Education Data Management Program and Related Services for Suffolk Public Schools**" on or before 2:00 pm on Tuesday, December 8, 2020 through the EVA portal. We are not anticipating any extensions for this proposal. Proposals may also be delivered to the address below at the proposer's risk of delivery. Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to use a deliver the proposal. **The preferred electronic format is a USB thumb drive**. Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time and delivered to:

Anthony W. Hinds CPPB  
Department of Purchasing, 2<sup>nd</sup> floor  
Suffolk Public Schools  
100 N. Main Street, 2nd Floor  
Suffolk, Virginia 23434

This Request for Proposals is published to the Suffolk Public Schools and to the EVA site. Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the regulations of the Commonwealth of Virginia Procurement Regulations. The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted. All evaluation criteria is enclosed in the RFP, no other criteria will be used.

If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds, Purchasing Manager at [anthonyhinds@spsk12.net](mailto:anthonyhinds@spsk12.net) or fax to 757-942-4333.

Issued by: Anthony Hinds, CPPB  
Purchasing Manager

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The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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SECTION III	Evaluation Criteria
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SECTION V	Selection of Offeror
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## **SECTION I SCOPE OF SERVICES**

It is the purpose of this Request for Proposals (RFP) to solicit a qualified contractor to provide Special Education Data Management Program and Related Services for Suffolk Public Schools for Suffolk Public Schools. The intent of this RFP is to establish one or more contracts that will provide the most consistent program in regards to the requested items. Proposers are asked to demonstrate a consistent program for our schools.

### **A. General Requirements:**

The program needs to perform the following minimum specifications

#### **Process Management**

- Consideration and incorporation of state guidelines, procedural regulations, and guidance documents in process and forms set up
- Step by step guide for teams through the special education process from initial referral through program exit
- Transfer IEP process to propose commensurate services aligned with sending district
- Ability to print multiple documents in a packet
- Events grouped together and archived
- Ability to upload documents and attach to an event (IEP meeting, Re-evaluation, etc)
- Ability to create additional documents
- Automatically generate transition component of IEP based on student age
- Ability to document services and calculate service minutes across multiple settings including virtual and hybrid to allow for fluid changes in students circumstances
- Ability to select goals identified for Extended School Year
- Ability to work on a document and save progress
- Data in real time
- Document Validation

#### **Accessibility and Collaboration**

- Screen view for case managers with student process information and due dates
- Able to assign multiple team members to students
- Able for multiple team members to work in the document at the same time
- Translation of documents (multiple languages - Spanish, Tagalog, Vietnamese, Korean at minimum )
- Data validations and enforcement of district rules
- Staff management - assign roles of staff on student teams

#### **Reporting**

- Allow for district level over site for federal and state regulations
- Custom reports
- Compliance verification reports
- Ability to set up schools or programs in the system to track various sets of students
- Ability to generate state reports including December 1 Count
- Ability to generate, set up, and send (email) compliance reports
- Generation of progress reports
- Generation of progress reports for students qualifying for ESY services
- Reports to monitor compliance errors for state reporting
- Medicaid management - service provider management and tracking and Medicaid extracts and reports

Calculation of time percentages for students in special education  
Calculation of time percentages for students participating in general education  
Special Education Indicators (tracking and reporting)  
Calculation of service time in virtual, hybrid, and in person learning  
Must be able to prepare/process all Virginia Department of Education Special Education required reports and data extracts. These must be in the format that is acceptable by VA DOE.

**The following items are items that we would like to consider, if available:**

Available through an app, only if compatible with Chromebooks running current OS  
Ability to customize forms to meet district needs (terminology, order of fields within a page)

**Technology Requirements**

- Compatible with eSchool SIS
- If locally hosted must run in a VMWare environment and must run on Chromebooks with most current Chrome OS
- MS SQL is the preferred database if locally hosted
- Must be able to produce all Virginia DOE State required reports in DOE format
- Must be able to have external facility data upload capability (SECEP data)
- If hosted in the Cloud must run on Chromebooks with most current Chrome OS
  - Must provide complete bi-directional integration with eSchool
  - Must have data extract feature

**SECTION II  
PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as possible in order to evaluate the offeror's capabilities to provide a subscription to a test item bank repository. Offerors are required to submit each item listed below as a complete proposal.

- A. Provide a written narrative statement including the qualifications of the contractor to provide the products and services described in the Scope of Services. The following information and/or materials must be included:
  - 1. Experience in providing like services.
  - 2. Names and qualifications of individual(s) who will be involved in this project.
- B. Describe in detail the proposed products and how it meets the requirements set forth in the RFP.
- C. Provide a detailed timeline for completion and fulfillment of request
- D. Provide the pricing solutions
- E. Provide a list of all features, both the ones that are standards and any that are optional.
- F. Provide a minimum of three references where similar products and services have been provided in the last five (5) years. Include a contact person and an email address and phone number for each.

G. Provide any additional information and services not listed as a part of the RFP but meets the intent of the RFP.

H. Answer the following technology questions:

Is the application 100% compatible with the current version of Chrome OS (Chromebooks)?

- Does the application or product use video resources? If so, what is the source (host) of the video resources? Vimeo is not supported by SPS.
- Where is the Application hosted?
- What are the minimum system requirements for the application?
- Does the application integrate with Canvas? If so, how is the integration accomplished?
- Does the application require staff and/or student information?
- Does the application use Clever for integration with SIS information?
- Does the application utilize Google SSO or SAML for user authentication?
- Does the application require Java?
- Does the application require Flash?
- Does the application require any browser plugins and/or extensions?
- Does the application utilize any special hardware or peripheral devices?

### SECTION III EVALUATION CRITERIA

The successful offeror will be selected based upon the following criteria:

- A. Ability of the offeror to provide the product and services as specified. Demonstrates by way of proposal, that they have an understanding and capacity to meet the scope of services - **30 points**
- B. Value and completeness of cost proposal; including any and all rebates, incentives, etc.- **30 points**
- C. References provided - provide references that have received the goods and/or services provided by your firm in the past three (3) years - **10 points**

- D.** Quality of product- Proposers may include samples or detailed product descriptions that demonstrate the quality of product. Proposer may provide screen shots or other proof that the program can perform. Proposers should also be prepared to provide log-in information for Suffolk Public Schools to evaluate the program.- **20 points**
  
- E.** Other criteria as deemed important to the services required (also known as other value added items) that demonstrates the proposer has an understanding of both the written requirements and the intent of the RFP - **10 points**

#### **SECTION IV COOPERATIVE PROCUREMENT**

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies. "

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor ' s responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdiction

**SECTION V  
SELECTION OF OFFEROR**

- A. The School Board will use the competitive negotiations process in selecting the offeror(s) to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified may be selected for formal and/or informal interviews. Please reserve the week of December 14 -18 should you be selected to participate further. Selected vendors may be asked to demonstrate their complete program during the evaluation process. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror after the completion of competitive negotiations.
- B. If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. The School Board reserves the right to award multiple contracts as may be most advantageous to the School Board.
- D. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- E. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposals.
- F. Notice of Award for this solicitation shall be in writing to the successful offer and posted on the Suffolk Public Schools website and bid board at 100 N. Main Street, Second Floor, Suffolk, VA 23434.

**SECTION VI  
TERMS AND CONDITIONS**

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** All materials will be delivered as specified by Suffolk Public Schools. All shipping and handling costs shall be at the expense of the contractor.
- E. **TERMS OF AGREEMENT:** The initial term of this agreement shall begin on **the date of award** and

continue through **June 30, 2022** after which this agreement will automatically be extended for four (4) additional one year periods, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year, unless otherwise terminated by either party by giving written notice by May 1<sup>st</sup> of any given year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1<sup>st</sup> of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, (CPI-U) south, for the preceding calendar year. Suffolk Public Schools reserves the right to purchase additional items/ services if required to meet the intent of the RFP. Suffolk Public Schools also reserves the right to negotiate for additional years in order to provide for the continuation of services.

- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.
- G. **BREACH/ NON APPROPRIATION OF FUNDS:** In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.  
In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.
- This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.
- H. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.
- I. **NONDISCRIMINATION:** In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin.  
The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed



sufficient for the purpose of meeting the requirements of this section. Suffolk Public Schools does not discriminate against faith-based organizations.

- J. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by the contractor. All public bodies shall include in every contract over \$10,000 the following provisions:
- 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 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 \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.
- K. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION.** Upon award, the contractor and any employee who will have direct contact with students shall provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. (See Exhibit 1.)
- L. **APPLICABLE LAWS:** The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- M. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- N. **CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.
- O. **FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.

- P. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.
- Q. **CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:
- a. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
  - b. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
  - c. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
  - d. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.

If a proposer requests that items are to be redacted, it is requested that the company provide a redacted version of the proposal. Items such as price and any other items of the public record are not allowed to be redacted. If you want any part of your submission in regards to trade secrets to be redacted, the proposer must present a full redacted electronic copy of the redacted proposal.

- R. **COMPLIANCE WITH LAW AND STANDARD PRACTICES:** The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
- S. **TAXES, FEES, CODE COMPLIANCE AND LICENSING:** The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- T. **COORDINATION OF WORK:** The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.
- U. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:** The Successful Offeror agrees to the extent permitted by applicable law, to indemnify and hold the School Board and its

representatives harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the School Board at any time to the extent such liability, loss or expense results from the Successful Offeror's negligence, breach of the terms hereof, or willful misconduct under the terms of this agreement or applicable law.

- V. **INSURANCE:** The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.
- W. **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY INSURANCE:** The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers, Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.
- X. **PUBLIC LIABILITY INSURANCE:** The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.
- Y. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** The successful bidder shall not, during the performance of a contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- Z. **CERTIFICATE OF INSURANCE:** The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to there having any such change in coverage.
- AA. **RIGHT TO RENEGOTIATE** - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement including pricing and any incentives that may be a part of this agreement on an annual basis on or before the renewal date.
- BB. **SCC ID NUMBER:** In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this information with your submittal may result in rejection of your proposal.

**SCC ID Number** \_\_\_\_\_

**CC. SUSPENSION OR DISBARMENT** - In issuing your proposal, you are certifying that you have not been suspended or disbarred at any level (state or national) and are eligible to be awarded a contract.

**DD. PROPRIETARY INFORMATION** – Proposers reserve the right to mark items as proprietary and request that trade secrets be protected. It is the responsibility of the proposer to clearly mark information as proprietary at the time of submission.

**Department of Purchasing**  
**100 N. Main Street, 2<sup>nd</sup> Floor**  
**Suffolk, VA 23434**  
**(757) 925-6762 Fax (757) 925-6763**

**Attachment 1: CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION**

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

**As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.**

**CONTRACTORNAME** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**CERTIFIED BY** \_\_\_\_\_

**PRINTEDNAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

Any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities.