REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia
Procurement Division

Proposal Title: LCS Therapeutic Services for Elementary School Students

This is the Lynchburg City School's Request for Proposals No. 13-854, issued 06/07/2013. Direct inquires for information to: Lisa Moss; Phone: 434-455-4228; Fax: 434-845-0711. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents.

All requests for clarification of or questions regarding this request for proposal must be made in writing, by facsimile (434) 845-0711 or email to lisa.moss @lynchburgva.gov and received by 9:00 a.m. June 26, 2013. Any alteration or changes to this Request for Proposals will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

Sealed proposals will be publicly accepted prior to **4:00 p.m., July 3, 2013 ,** however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Purchasing Division website: http://www.lynchburgva.gov/current-solicitations

Acknowledge receipt of addenda here: No. _____ Date: _____
No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:
Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s):_____
See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: ( ) _____

_____ Fax: ( ) _____

Signature: _____ _____

Typed or Printed Name, Title

LKMoss
Buyer Signature

I. SUBMISSION OF PROPOSALS

A. **An original (1), so marked, and (4) copies, so marked, for a total of (5)** of your proposal document are required. In addition, one (1) copy of proposal in an electronic format, CD in Microsoft Word format or PDF file format must also accompany your proposal. Lynchburg City School's (known hereafter as LCS) will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, LCS will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the LCS to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. 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.

B. Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342F of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.**

References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.

D. LCS reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. LCS reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.

E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.

F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with LCS.

G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

H. LCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of LCS.

II. GENERAL INFORMATION AND OBJECTIVE

B. SCOPE OF WORK

The intent of this Request for Proposal is to obtain proposals to provide therapeutic support for K-5 elementary students referred by LCS to an LCS Elementary Alternative Program. This proposal is designed to supplement existing services available in schools. LCS will provide the educational instruction.

The following services will be required of the Offeror:

- **Provide group counseling, individual counseling at a minimum of 3 times per week, art and music one time per week to Medicaid and non-Medicaid eligible students exhibiting behaviors which adversely affect the students ability to benefit from the schools instructional setting.**
- **Provide Pro-Bono Therapeutic services to non-Medicaid Students. Services are to be provided to no more than 5 non-Medicaid Students, at any given time, during the term of the contract.**
- **Provide referrals for in-home services, or other family services as appropriate, including crisis intervention for families participating in the program.**
- **Use research based program to provide support for student's social skills, address and reduce inappropriate behaviors and encourage academic progress.**
- **Provide individual assistance and transportation to students as they transition to their home school. Provide a timely transition between Medicaid providers as needed for students in transition.**
- **Provide services to no fewer than five students and no more than 30 students identified by LCS, with a minimum of four Medicaid eligible students.**
- **Implement the program for the duration of the hours of the elementary school day, being as flexible as necessary and following the LCS School Calendar.**
- **Collaborate with LCS Case Manager to complete the intake assessment of students placed in the program**
- **Provide weekly written documentation to parent/guardian of students' progress in the program with monthly reports to the LCS Department of Student Services during scheduled monthly meetings**
- **Provide notification in writing as to any changes in staff as well as, who will be providing direct service to students.**
- **Provide Program Evaluation Plan and assessment guidelines**
- **Provide additional services as needed**
- **Provide direct billing services to Medicaid on behalf of students.**

C. STANDARDS OF PERFORMANCE:

- **The offeror must represent that it is independent.**
- **The offeror shall comply with all mandatory requirements, terms and conditions of this RFP.**
- **The offeror shall comply with all laws and regulations of the Commonwealth of Virginia and its work against resulting agreement.**

D. QUALIFICATIONS OF THE PROVIDER:

Only those providers who have experience in conducting Day Treatment Mental Health Services shall be considered. Offerors shall exhibit strong fiscal responsibility and must represent that they are licensed under the applicable laws of the Commonwealth of Virginia as Day Treatment providers as well as meet Medicaid and DMAS requirements. LCS reserves the right to check references and other information provided. LCS also reserves the right to conduct criminal justice background checks on all individuals assigned to the alternative education program.

E. LOCATION:

Carl B. Hutcherson Early Learning Center 2401 High Street Lynchburg, VA 24502

III. SOLICITATION SCHEDULE

This request for proposal will be governed by the following schedule:

Posting of RFP	June 7, 2013
Deadline for Written Questions	June 26, 2013, 9:00 am
Proposals are Due	July 3, 2013, 4:00 pm

IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than twenty pages excluding the cover by including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. LCS reserves the right to request additional information or clarification if necessary throughout the evaluation process.

Offerors should organize the Proposals using the format described below and in the following order:
Title page

A. Table of Contents

B. Brief history of the firm including:

- Years in business as an established firm;
- Firm principals;
- Size of firm (denote partnerships or subcontractors necessary to facilitate full service scope);
- The name, position and telephone number of contact person authorized to conduct negotiations and authorize final contracts or otherwise bind the firm to a contractual relationship; and
- A specific listing of services the firm is uniquely qualified to provide.

C. Specific staff experience, by professional and educational qualifications, as it relates to providing services for the project scope including:

D. Provide documented experience in managing and/or providing direct services for elementary school age youth. Also include a statement of understanding of the population of students to be served.

E. Brief summary as to why the firm(s) feels qualified to provide the requested services.

F. List at least three current and/or past work assignments of similar nature that the firm has directly contracted to provide within the last three years as a reference. For each reference, a brief description of services provided, organizational name, contact person and title, address and telephone number shall be provided.

G. A qualifying statement as to your firm's registry status with the Virginia State Corporation Commission.

H. A current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions to provide evidence of the firm's financial stability.

I. Hourly rate structure for each representative of the firm to be assigned to the project by name and position/title. Describe any other direct costs not included in hourly rates, and provide an estimated overall fee for services. This fee is a nonbinding estimate and final costs for services will be based on the final scope and contract negotiations with the selected firm.

J. Provide a description of the following: program model, types of interventions to be used to address

student's inappropriate behavior, methods used to achieve improvement in students social skills, behaviors and academic performance, evaluation tools used to measure student success, assistance provided during transition to home school.

K. Provide the research base for the behavior intervention mode

L. Provide a Certificate of General Liability meeting requirements as stated in this RFP.

M. Provide a clear statement of what will be your expectations of LCS Staff to support your proposal.

V. EVALUATION CRITERIA FOR PROPOSAL EVALUATION:

Understanding the population to be served	25
Therapeutic Model	25
Staffing patterns, qualifications and supervision	15
Mentoring and support services provided to students transitioning into the school setting	25
Program evaluation plan	10
Total	100%

VI. METHOD OF AWARD

Following evaluation of the written proposals as submitted, selection shall be made of three or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Negotiations shall then be conducted with the firm ranked number 1 in an attempt to reach an agreement to provide the services. After negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. Should LCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VIII. GENERAL TERMS AND CONDITIONS

A. Subcontracting and Assignment of Work

A description of any work the Offeror proposes to subcontract shall be submitted to LCS for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to LCS for all work performed by any subcontracting firm or special consultant.

B. Independent Successful firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of LCS.

C. Notification

Any notice required by the Contract shall be effective if given by electronic mail, postal mail or via facsimile to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to LCS shall be given to Lisa Moss, Buyer, 900 Church Street, Lynchburg, VA 24504. The Successful firm agrees to notify LCS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Termination and Ownership of Documents

LCS reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be responsible for all rents through the date of termination.

E. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to LCS, as will protect himself and LCS from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish LCS with an original Certificate of Insurance upon request. The Certificate should name LCS as additional insured. The selected firm shall notify LCS at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any building permits required by the City of Lynchburg.

I. Nondiscrimination

If the resultant contract exceeds $10,000, during the performance of the contract, the Successful firm agrees as follows:

a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination

clause.

b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

J. Payments to Successful Firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:

(a) The Successful firm shall, within seven days after receipt of any payments from LCS pursuant to this Contract, either:

(1) Pay the subcontractor for the proportionate share of the total payment received from LCS attributable to the goods or services provided by the subcontractor; or

(2) Notify LCS, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.

(b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from LCS for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.

(c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.

(d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of LCS.

(e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

K. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City’s Procurement Administrator by providing written notice to the School Superintendent, within 15 days of the date of the decision. The Superintendent shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm

appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to LCS no later than 30 days following the conclusion of the work or delivery of the goods.

L. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of LCS and LCSy shall be held harmless for same by the Successful firm.

M. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City. LCS, and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

N. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of LCS.

O. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

P. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror’s response to the Request for Proposals.

Q. Administrative Appeals Procedure

Any protest to award a contract shall be in writing and shall be delivered so that it is received by the Superintendent not later than ten (10) business days after announcement of the award or award, whichever comes first.

R. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant’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 Consultant’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 consultant that such consultant 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 sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcoho1 or illegal drugs during the performance of the contract or while on LCS premises or distribute it to LCS employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that LCS has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

S. Termination for Convenience

The contract may be terminated by LCS upon written notice to the contractor without cause, for any reason in whole or in part; whenever it is determined that such termination is in the best interest of LCS. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination, the Contractor shall be responsible for all rents up to the date of termination. The Contractor may submit any termination claim within 60 days after receipt of the notice of termination.

T. Termination for Nonpayment

In the event the contractor fails to make payment in accordance with the rental agreement, LCS may declare the contractor in default and exercise any right to cure such default. If the Contractor fails to cure such default within 30 days of receiving such written notice, LCS may, by giving written notice to the Contractor, terminate the contract and/or the applicable Scope of Work as of the end of such 30-day period on such date as is specified in such notice of termination.

U. Notice of Cure

A cure letter is used when a contractor has failed to perform or deliver in accordance with the provisions of contract. Such notice provides the Contractor a period of time to correct or "cure" the deficiency and places Contractor on notice as to the consequences for failure to take the required corrective action. Such notice may be given orally or in writing. Notice of Cure informs the Contractor that non-conformance is a breach of contract and if the deficiency is not corrected within a stated number of days, the Public Body will terminate the contract for default and hold the Contractor liable for any excess costs.

V. Right to Audit

All contracts are subject to audit by Federal, State or City Personnel or their representatives at no cost to LCS. Consultant agrees to retain all records, books and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after Contract acceptance, or as required by applicable law. Requests for audits shall be made in writing and Consultant shall respond with all information requested within ten (10) calendar days of the date of the request

W. Sexual Harrasment: Lynchburg City Schools does not and will not tolerate any form of sexual harassment, including but not limited to physical, verbal, implied or any other context that shall be interpreted as harassment.

X. Smoke Free Environment: Smoking is not permitted on any Lynchburg City School site (including both in buildings and on school grounds).

Y. Felony Conviction: By signing and submitting a bid, the Proposer acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Proposer/Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Proposer further acknowledges that such

certification shall be binding on the Proposer/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide immediate notice to COL/LCS of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. Proposer/Contractor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor.