

REQUEST FOR PROPOSAL RFP#06-24-25
FOR
SANTA CLARA COUNTY REVIEW OF SPECIAL EDUCATION PROGRAMS

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, hereinafter referred to as the SCCOE, will receive up to, but not later than, **3:00 p.m., Monday, September 16, 2024**, sealed proposals for the award of a contract for the Santa Clara County Review of Special Education Programs provided by the Santa Clara County Office of Education from interested parties hereinafter to referred to as the Contractor. The Santa Clara County Office of Education reserves the right to reject any or all proposals and to waive any informality in the proposal process.

All proposals shall be submitted in the format specified by the SCCOE. Proposals shall be received in the office of Purchasing Services, Attention: Jas Sohal, Santa Clara County Office of Education, 1290 Ridder Park Drive, MC 242, San Jose, CA 95131-2398.

CONTACT

Program questions regarding this proposal shall be directed to Ruby Parra, Manager-Strategy & Implementation Office of the Superintendent via e-mail at rparra@sccoe.org.

Any administrative questions regarding this proposal should be directed to the Manager-Purchasing Services, Jas Sohal, via e-mail at jsohal@sccoe.org.

1. INTRODUCTION

This Request for Proposal (RFP) contains specifications and related documents covering Requirements for Santa Clara County Review of Special Education Programs as specified herein.

This RFP shall not be construed:

1. To create an obligation to enter into a contract on the part of the SCCOE with any Contractor nor
2. To serve as the basis for a claim for reimbursement for expenditures related to the development of a proposal.

2. BACKGROUND INFORMATION

2.1 Overview of the Santa Clara County Office of Education

The SCCOE is the connecting link between 31 local K-12 school districts within the County of Santa Clara and the State Department of Education. The office administers the programs below. A more detailed description can be found at <http://www.sccoe.org/depts/Pages/default.aspx>

- Educational Services provides countywide education programs including Migrant Education, Alternative Education, Special Education, Head Start-Early Head Start, State Preschool, and Environmental Education.
- Professional Learning & Instructional Support provides leadership, service, and support to school districts through professional learning opportunities in the areas of:

curriculum/instruction development, college and career technical education skills, and district/school improvement services.

- Human Resources handles SCCOE's personnel activities, including recruiting and selecting employees, maintaining employee records, and collective bargaining agreements. The department also coordinates compensation and benefits. Credentialed staff, hired by the public school system in Santa Clara County, register their credentials with this office.
- District Business and Advisory Services (DBAS) provides oversight and advisory services to the 31 school districts, 4 community college districts, and 5 JPAs located in Santa Clara County. DBAS also provides payroll and vendor warrant processing services; training and guidance on school business operations; and serve as a hub for the collection, processing, and dissemination of fiscal, budgetary, and related statistical information and reports for the districts, JPAs, and charters.
- Internal Business Services provides services in the areas of budgeting, attendance accounting, financial accounting, centralized purchasing services, and payroll.
- General Services provides facility maintenance and operations, on and off-site custodial, real estate leases; initiates and directs construction projects; and school bus transportation.
- Technology Services provides administrative systems support, network administration and security, information systems operations, data systems and technical support to SCCOE and school districts.

The office is funded primarily by grants and contracts and receives some state funds for mandated services or local agencies. Please see:

<http://www.sccoe.org/depts/bizserv/ibs/Pages/Accounting-Services.aspx> for the FY 22-23 Annual Audit Report.

2.2 Scope of Work

The Santa Clara County Office of Education (“SCCOE”) is seeking proposals from eligible bidders that have expertise in providing the requested review of the fee for service special education programs offered by the SCCOE in partnership with LEA’s in Santa Clara County. The report and findings will highlight the strengths and recommendations of the program and identify opportunities to increase access to these services in local school districts and on their campuses.

This review is aimed at describing the special education programs and services, its status in supporting positive outcomes for students receiving special education services, and identify areas of strength and considerations for department organization, programming, staff, and delivery of services.

The Santa Clara County Office of Education (“SCCOE”) provides services for a fee to assist local LEA’s in serving students with disabilities on the more restrictive part of the continuum of special education service. Under Individuals with Disabilities Education Act (IDEA), the students remain students of their district of residence. Students enrolled in regional special education programs operated by the SCCOE generate funding for the home districts of those students and the SCCOE does not receive direct funding. For this reason, a student’s home district, often referred to as the District of Special Education Accountability (DSEA) or district of residence, has the

responsibility to include actions and services for such students in its LCAP; the DSEA is also responsible to ensure that the requirements of EC Section 42238.07 are being met for its students enrolled in the regional special education programs operated for a fee by the COE.

The SCCOE offered programs serve students referred by school districts. The program categories are primarily deaf and hard of hearing, medically fragile, and significant disabilities.

The selected contractor will work closely with the County Superintendent of Schools (“Superintendent”) and assigned personnel. The initial contract with the selected contractor will be for a 9-month period from October 1, 2024 through June 30, 2025. The selected contractor(s) will enter into a Professional Services Agreement with SCCOE which is attached to this RFP.

3. INFORMATION AND GENERAL CONDITIONS

3.1 Preparation of Proposal Documents

Three (3) sealed copies of the proposal shall be submitted by no later than , **3:00pm, September 16, 2024**. Proposals shall be delivered to the attention of the Purchasing Manager, Santa Clara County Office of Education, 1290 Ridder Park Drive, Mail Code 242, San Jose, CA 95131-2398.

It is the sole responsibility of the person submitting the proposal to see that it is delivered on time. **Proposals received after 3:00 p.m., September 16, 2024 will be returned to the Contractor, unopened.**

3.2 Signature and Contact Information

The proposal must be signed in the name of the Contractor and must bear the signature of the person authorized to sign proposals on behalf of the Contractor. The authorized signer must also provide their contact information, including a phone number and email address.

3.3 Completion of Proposals

Proposals shall be complete in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the SCCOE, the information contained therein was intended to erroneously and fallaciously mislead the SCCOE in the evaluation of the proposal.

3.4 Erasures

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing, in the margin immediately opposite the correction. The signature should belong to the person signing the proposal.

3.5 Examination of Contract Documents

Contractors shall thoroughly examine the contents of the RFP. The failure or omission of any Contractor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Contractor from obligations with respect to this RFP or to

the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

If the Contractor discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, he/she shall immediately notify the SCCOE of the error in writing and request modification or clarification of the document. Clarification shall be given by written notice to all Contractors participating in the RFP, without divulging the source of the request for same. Modifications shall be made by addendum issued pursuant to Section 3.6 below.

If an Contractor fails to notify the SCCOE of an error in the RFP before the date scheduled for submission of proposals, or of an error which reasonably should have been known to him/her, he/she shall submit the proposal at his/her own risk. If the contract is awarded to the Contractor, he/she shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

3.6 Addenda

The SCCOE may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number. (The first number of an addendum would be RFP#-06-24-25_Addendum 01).

3.7 Modification of RFP Response

Contractor may modify his/her proposal after its submission by written notice to the SCCOE of withdrawal and resubmission prior to the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

3.8 Withdrawal of Proposals

Contractor may withdraw his/her proposal by submitting a written request to the SCCOE at any time prior to the date for proposal submission. Contractor may thereafter submit a new proposal before the proposal submission date. A proposal may not be withdrawn after the proposal submission date.

3.9 Rejection of Proposals

The SCCOE reserves the right to reject any or all proposals received in response to this Request for Proposal or to negotiate separately with any Contractor when it is determined to be in the best interest of the SCCOE to do so.

3.10 Misunderstandings

The RFP documents will be clarified by the SCCOE upon written request from an Contractor. The County Superintendent's decision shall be final in any matter of interpretation of the documents.

3.11 Cost of Preparation of Proposals

Costs of developing responses to this RFP are entirely the responsibility of the Contractor, and shall not be chargeable to the SCCOE.

3.12 Award of Contract

It is anticipated that the contract will be awarded within the sixty (60) day period that proposals are required to remain open. If award cannot be made within that time, the contractor will be requested in writing to extend the time period during which the contractor agrees to be bound by their proposal. Written notification will be made to unsuccessful Contractors.

3.13 Errors in Proposal

The contractor shall be bound by the terms and conditions of their proposals, notwithstanding the fact that errors are contained therein.

3.14 Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code of the State of California, each Contractor shall sign and file with the SCCOE the following certificates before performing the work to be done:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the work to be done under the contract.

3.15 Contract Documents

Documents included in this RFP are complimentary. Work called for by one shall be binding as if called for by all.

3.16 Related Experience

All Contractors must submit information that indicates specific experience and qualifications in reviewing special education programs as specified herein. Describe the qualifications of the lead person(s) that will serve as the primary contact for SCCOE. Qualifications should illustrate general expertise in fee for service programs provided by County Office of Education for special education. Each Contractor shall submit with the proposal; a list of clients for whom similar services have been performed during the past three (3) years. The reference list shall include the names and addresses of each client, the names, titles and telephone numbers of each client's cognizant manager, and the dates the work was performed. During the evaluation and selection process, SCCOE may contact each of the referenced clients.

3.17 Tentative Schedule of Events

Issue Request for Proposal/ Advertisement	8/27/24 & 9/3/24
Proposals Due	9/16/24 at 3:00 p.m.
Complete Evaluation	Week of 9/16/24
Oral Interviews, if invited	9/23/24 or 9/24/24
Award Contract	10/01/24

3.18 Definitions

The term SCCOE, as used in these clauses, shall be construed to mean the Santa Clara County Office of Education, and all employees, officers and agents.

3.19 Covenant Against Contingent Fees

Contractor warrants that no person has been employed or retained to solicit or secure the contract to be executed as a result of this Request for Proposal, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the SCCOE shall have the right to terminate any contract that may be entered into with the Contractor.

3.20 Affirmative Action

Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, handicap, age, sexual preference or national origin.

Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of California setting forth the provisions of the Fair Employment Practices Act.

3.21 Compliance with Civil Rights

Contractor hereby assures that he/she will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e through 2000 3 (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement or under any project, program or activity supported by the Agreement.

3.22 Contractor Obligation to Perform Work in Accordance with Standards

If the work performed by Contractor is not in accordance with the standards as specified herein, or if the reports submitted by Contractor are not complete; or if the reports are rejected by the California State Departments of Finance, Education, or the State Controller as incomplete; then the Contractor shall be obligated to do whatever is required to correct the reports to meet the requirements specified in the standards, or as specified by the Department of Finance and/or the Department of Education, or the State Controller at no additional cost to the SCCOE.

3.23 Insurance and Indemnification

Contractor shall take out and maintain, during the term of the Agreement, such general liability and property damage insurance as is required to protect the Contractor and the SCCOE from any and all actions, suits or other proceedings which may arise as a result of the work performed by the Contractor pursuant to the Agreement with the SCCOE.

Contractor shall hold harmless and indemnify the SCCOE and all officers, agents and employees of the SCCOE, from and against any such actions, suits or other proceedings.

3.24 Independent Contractor

While performing services pursuant to this Agreement, Contractor is an Independent Contractor and not an officer, agent or employee of the SCCOE.

3.25 Assignment of Contract

The Contractor shall not assign, transfer or subcontract, by operation of law or otherwise, any or all of their rights, burdens, duties or obligations without the prior written consent of the SCCOE.

3.26 Legal Action

If the SCCOE prevails in any action in law or equity to enforce or interpret the provisions of this agreement, it shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

4. STATEMENT OF WORK

4.1 Santa Clara County Review of Special Education Programs provided by the Santa Clara County Office of Education

Contractors shall submit a proposal to provide the SCCOE with services for a period not to exceed five (5) years.

4.2 Work to be Done

The scope of work outlined in this document is intended to function as a general guide for the work SCCOE expects to be performed by the contractor. It is not a complete listing of all services that may be required or desired. Proposers are free to add or to revise the proposed scope of services as they deem necessary.

The scope of work for this report could include the following:

- Review and describe the design and structure of educational services offered by SCCOE in meeting the needs of students with disabilities, and the implementation of special education services by SCCOE.
- Evaluate the human capital resources assigned to the program staff to support students with disabilities.
- Describe the programs currently being offered.
- Review enrollment trends and attendance rates of students by program.
- Consider the availability of facilities provided for the program under the SELPA/SCCOE Housing Policy.
- Conduct interviews of staff, parents, and district leaders.
- Conduct site visits of sites of representative programs.
- Review available data.
- Review relevant state and federal policies including the State Board of Education's LRE Targets and provide recommendations for how local LEAs may make progress to reach the targets.

- Identify strengths of the program.
- Identify recommendations and considerations.
- Review staff attendance rate and length of tenure.
- Describe staff recruitment efforts.
- Describe staff recruitment efforts.
- Review the curriculum and fidelity of its implementation.

4.4 Staffing

The Contractor shall assign professional staff as appropriate to the conduct this project. The County Superintendent and or designee will facilitate the activities of all Contractors on the engagement.

5. PROPOSAL RESPONSE REQUIREMENTS

5.1 General

All proposals shall be submitted in the format as specified below.

5.2 Title Page

Indicate the name of the firm, local address, the name of your firm's contact person for the purposes of this RFP, the telephone number and e-mail address of the contact person.

5.3 Table of Contents

Include a clear identification of the material included in your firm's response by section and by page number.

5.4 Letter of Transmittal

Summarize your understanding of the work to be done. Indicate the names of the persons who will be authorized to make representations on the part of your firm, their titles, addresses and telephone numbers. The person and/or persons who is authorized to execute the contract on the part of your firm shall sign the transmittal letter.

5.5 Profile of Contractor

5.5.1 State whether your organization is local, regional, national or international.

5.5.2 State the location of the office that will be responsible for conducting this project if your organization is awarded the contract, and state the number of partners, managers, seniors, supervisors and other professional staff employed at this office.

5.5.3 Describe the range of experience in performing reviews related to special education programs at school districts and County Offices of Education. Provide current samples of reports and management letters prepared for these agencies.

5.5.4 Describe the range of activities performed by the office from which the work will be done, indicating the percentage of work related to School Districts and the percentage of work related to County Offices of Education.

5.6 Contractor's Staffing and Qualifications

Describe the organization's experience and success/major accomplishments in: reviewing special education programs.

Describe the qualifications of the lead person(s) that will serve as the primary contact for SCCOE. Qualifications should illustrate general expertise in fee for programs provided by County Offices of Education for special education service as well as specific experience in working with clients like SCCOE and with similar projects.

5.6.1 Indicate the name and position of the person who will manage the project as specified in this Request for Proposal. Provide a brief resume of the manager's background, training and experience. Specifically discuss the manager's experience in managing School District and County Office of Education in conducting reviews related to special education programs.

5.6.2 Indicate the names of supervising Contractors who will be assigned. Provide a brief resume of the supervisors' background, training and experience in managing School District and County Office of Education in conducting reviews related to special education programs.

5.6.3 Indicate the levels and titles of other Contractors who will be assigned to perform services under the contract. Include a job description which describes the types of experience, background and training required for each of the classifications proposed.

5.7 References

Provide a list of School District and County Office of Education clients (at least 3 references) for whom your organization has conducted reviews related to special education programs services in the past three (3) years. Include names, titles, entity, telephone number, and e-mail address. Indicate the scope of the work performed for each of the referenced clients. For each reference, provide the name of the public agency and project manager the proposer performed the work, including telephone number, type of work performed, and dollar value of the contract.

5.8 Contractor's Approach to the Examinations

Prepare a work plan to accomplish the services as specified in this Request for Proposal. The work plan shall include time estimates for each significant segment of the work; the number of staff to be assigned, including supervisors where appropriate; the level of each of the staff members to be assigned; and any specialists who will be assigned during any portion of the project.

5.10 Cost of the Services

State the maximum annual cost for this project. Costs, as specified in this Section, shall be based upon the scope of the work as specified herein. It is understood that if the scope of the work is increased and/or decreased, the maximum costs as proposed will be adjusted upwards and/or downwards as appropriate. The supporting data for the maximum cost of the services shall include the number of staff to be assigned, by level, the estimated maximum number of hours each of the staff will be assigned, and the hourly rate applicable to each level of staff assigned.

5.11 Additional Information

The preceding sections shall contain only the information requested. If the Contractor desires to present additional information, such additional information shall be presented in this Section of the RFP. If there is no additional information to present, indicate "There is no additional information to present."

5.12 Assurances

The Contractor understands that no extended services will be performed unless authorized by the SCCOE and the agreement covering the work to be done has been amended to reflect such extended services.

6.0 PROPOSAL EVALUATION

A proposal will not be considered unless the Contractor submitting the proposal meets all of the criteria specified herein. All submittals will be evaluated by a panel and assigned an overall rating based on their scores in five major areas

- Technical Expertise
- Qualifications of contractor and personnel assigned
- Quality of proposed scope alignment with requested review description
- References
- Cost

Firms selected through this evaluation will be invited to appear for a panel interview on either 9/23/2024 or 9/24/2024 to be determined. Please reserve this time on your calendars in case you are selected for an interview. All firms participating in the oral panel must have all members of the engagement team attend this event. Following this evaluation, the finalist firm will be presented. Contract negotiations with the successful firm will commence at that time.

NOTE: Attached Professional Service Agreement must be sent back signed with RFP response.