



REQUEST FOR PROPOSAL

**RFP 06_25_26
SPECIAL EDUCATION SERVICES**

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NOTE: The Table of Contents shall be included as part of the bid, and Attachments A through F shall be incorporated into the RFP packet.

Josephine Dy-Liacco
Supervisor, Purchasing Services

SCHEDULE OF EVENTS

RFP 06_25_26

SPECIAL EDUCATION SERVICES

RFP Issuance	Monday, September 29, 2025
Publication Dates	Monday, September 29, 2025 Monday, October 6, 2025
Last Day to Submit Proposal Questions	Wednesday, October 15, 2025
Addendum for Answers to Questions	Friday, October 24, 2025
RFP Due to the SCCOE	Friday, October 31, 2025
RFP Evaluation (Internal)	Wednesday, November 5, 2025
Finalist Interviews (Top 3)	Wednesday, November 12, 2025
RFP Award Notice	Monday, November 17, 2025
Contract Start	January 1, 2026

**SANTA CLARA COUNTY OFFICE OF EDUCATION
1290 RIDDER PARK DRIVE, SAN JOSE CA 95131**

NOTICE TO BIDDERS – REQUEST FOR PROPOSALS

RFP 06_25_26 – SPECIAL EDUCATION SERVICES

The **Santa Clara County Office of Education (SCCOE)** hereby invites qualified vendors to submit a **Request for Proposals (RFPs)** to be received by the Purchasing Services Department at:

**1290 Ridder Park Drive
San Jose, California 95131-2304**

Deadline for Submission: Friday, October 31, 2025

Please note that there will be **no formal public opening** of the proposals. All submissions will be evaluated based on **pricing, compliance with specifications, and other relevant criteria**, and may result in **single or multiple awards**.

Proposals that are **incomplete or noncompliant** with the requirements outlined in the RFP package are subject to rejection. All bidders are responsible for reviewing and adhering to the full instructions provided in the proposal documentation.

It is the sole responsibility of each bidder to ensure that proposals are **delivered to the address above** by the specified deadline. **Proposals submitted via email or facsimile (FAX) will not be accepted.** SCCOE is not liable for delays in delivery by the U.S. Postal Service or any other carrier.

The **Santa Clara County Office of Education (SCCOE)** reserves the right to **accept or reject all proposals**, and to **waive any irregularities or informalities** in the RFP or the proposal process. No proposal, in whole or in part, may be withdrawn for a period of **sixty (60) calendar days** following the RFP submission deadline.

Contact Information:

General Information

Josephine Dy-Liacco
Supervisor, Purchasing Services
Ph.: 408-453-6854
jdy-liacco@sccoe.org

Technical Questions

Heather Ferguson
Interim Director, Special Education
Ph.: 408-453-6917
hferguson@sccoe.org

James Howarth
Assistant Director
Ph.: 408-453-6816
jhowarth@sccoe.org

All inquiries regarding this RFP must be submitted in writing, no later than 3:00PM on Wednesday, October 15, 2025, to Josephine Dy-Liacco at jdy-liacco@sccoe.org. Responses to questions will be shared with all known prospective respondents to ensure equal access to information via an addendum to be published on **Friday, October 24, 2025** on our website at

<http://www.sccoe.org/depts/bizserv/purchasing/Pages/Proposals-Posting-System.aspx>. It is the responsibility of all prospective respondents to **monitor the website** regularly for any amendments or addenda.

The **Santa Clara County Office of Education (SCCOE)** reserves the right to **amend the RFP** as necessary.

County Superintendent of Schools
Santa Clara County Office of Education

By: Josephine Dy-Liacco
Supervisor, Purchasing Services

1st Advertisement: Monday, September 29, 2025

2nd Advertisement: Monday, October 6, 2025

SECTION 1 INTRODUCTION

Overview

The **Santa Clara County Office of Education** is a **Class II intermediate unit** serving **32 K-12 districts** and **4 community college districts**. The Office offers direct instructional programs tailored to students with diverse needs, including special education, alternative education, migrant education, child development, and occupational training programs.

Additionally, SCCOE provides a broad range of support services to school districts in the areas of instruction, business, and personnel, all of which enhance the districts' capacity to deliver quality education. These services also align with the **California Department of Education** requirements, connecting districts to the State system.

The SCCOE is composed of seven major units: Business, Facilities & Operations, Educational Progress, Education Services, Executive Services, Personnel Services, Professional Learning & Support and Technology & Data Services.

The Special Education Department provides a variety of services for students with severe or low-incidence disabilities through instructional programs divided into Early Education (Birth to Age 3), Preschool, Elementary, Secondary and Post-Senior.

SECTION 2 SCOPE OF WORK

Special Education Services Scope of Work

SCCOE seeks proposals from qualified individuals or agencies interested in providing related special education services to students with disabilities on as "as needed basis." Services shall include:

- Adaptive Physical Education
- American Sign Language Ed Interpreting (ASL)
- American Sign Language Paraeducator
- Audiological Services
- Assistive Technology Services
- Behavior Intervention Design and Planning
- Behavior Intervention Implementation
- CART - Communication Access Realtime Translation
- Counseling and Guidance
- Health and Nursing Services
- Language Speech and Hearing Development Remediation
- Low Incidence
 - Teachers of the Visually Impaired (TVI)
 - Teachers of the Deaf and Hard of Hearing (DHH)
 - Orientation and Mobility Specialists
 - Occupational Therapists (OT)
 - Physical Therapists (PT)
 - Assistive Technology Specialists
- Orientation and Mobility
- Occupational Therapy

- Parent Counseling and Training
- Psychological Services
- Physical Therapy
- Recreational Therapy
- Social Worker Services
- Transcription Services
- Specially Designed Vocational Education and Career Development
- Vision Services

The district is requesting a range of services, including but not limited to evaluation, consultation, the provision of professional development, and direct services. All service providers must be prepared to deliver these services on a school-wide and/or district-wide basis, depending on the specific needs of the district. This includes servicing all campuses, the Special Education Department, administrative offices, and, when necessary, student homes. It is important to note that compensation for travel within the district will not be provided to any contractor unless it has been specifically approved by District administration and explicitly outlined in the contractor's response to this Request for Proposals.

In accordance with District guidelines, a full-time equivalent (1.0 FTE) service provider shall work no more than seven (7) hours per day, typically between 8:00 AM and 4:00 PM. This schedule includes a 30-minute unpaid lunch break, a 15-minute unpaid morning break, and a 15-minute unpaid afternoon break. Similarly, a half-time equivalent (0.5 FTE) service provider shall work no more than four (4) hours per day, generally from 8:00 AM to 12:00 PM, also including a 30-minute unpaid lunch break, a 15-minute unpaid morning break, and a 15-minute unpaid afternoon break. These schedules are subject to adjustment based on the specific needs and bell schedules of individual school sites or the district.

Summary of Service Expectations and Compensation Terms:

Service providers are expected to deliver a comprehensive range of supports, including but not limited to evaluation, consultation, professional development, and direct services. These services must be made available district-wide and must be adaptable to meet the specific needs identified by the district. This includes, but is not limited to, all school campuses, the Special Education Department, administrative offices, and, when necessary, student homes. Providers should be prepared to deliver services across all these locations. Please note that the district will not reimburse in-district travel expenses unless such reimbursement has been explicitly agreed upon in advance by District administration and clearly stated in the proposal submitted in response to this RFP.

Work Hours and Scheduling Guidelines

Service providers must adhere to the following guidelines regarding hours of service:

- Full-Time Equivalent (1.0 FTE): A standard workday shall not exceed seven (7) hours, typically scheduled between 8:00 AM and 4:00 PM. This schedule includes a 30-minute unpaid lunch break, a 15-minute unpaid morning break, and a 15-minute unpaid afternoon break.
- Half-Time Equivalent (0.5 FTE): A standard work period shall not exceed four (4) hours, generally scheduled from 8:00 AM to 12:00 PM. This also includes a 30-minute unpaid lunch break, a 15-minute unpaid morning break, and a 15-minute unpaid afternoon break.

All work schedules are subject to adjustment based on the specific needs and operational hours of individual school sites or the district.

SECTION 3 EVALUATION AND AWARD PROCESS

Evaluation and Award Criteria

Selection of a proposal will be based on the following criteria to equal 100 points:

Criteria	Value
The agency's competitive pricing	25 Points
The agency is known for delivering reliable, high-quality services and maintaining strong, positive relationships with school districts and clients.	25 Points
The agency's staff are certified professionals with strong experience working in school environments.	25 Points
The agency's proven experience working with school districts, educators, and students, providing tailored services that support educational goals and student success across general and special education settings.	15 Points
The agency's ability and commitment to perform all required services in accordance with the timeline specified in this Request for Proposals (RFP)	10 Points

RFPs will be evaluated based on price, compliance with the specifications, adherence to the evaluation criteria, and proposed completion date. The Santa Clara County Office of Education (SCCOE) reserves the right to award the contract by section, by line item, or in total, whichever is deemed to be in the best interest of the SCCOE.

A written purchase order mailed or otherwise provided to the successful bidder within the specified time for acceptance will constitute a binding contract without the need for further action by either party. This contract shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

Award of Contract

1. RFPs will be evaluated based on price, compliance with specifications, adherence to evaluation criteria, and proposed completion date.
2. The Santa Clara County Office of Education (SCCOE) reserves the right to award this contract by section, line item, or in total, whichever is deemed to be in the best interest of the SCCOE.
3. A written purchase order mailed or otherwise provided to the successful bidder within the specified time for acceptance shall constitute a binding contract without further action by either party. The contract shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

Proposal Results

The results of the proposal will be available for inspection at **Purchasing Services, Santa Clara County Office of Education**, located at **1290 Ridder Park Drive, San Jose, California 95131**, upon execution of the contract with the successful bidder.

SECTION 4 PROPOSAL CONTENT REQUIREMENTS

Proposals shall include the following components:

1. Proposal Summary

Provide an executive summary that highlights the key features and distinguishing points of the proposal, tailored specifically to the scope of services requested in this RFP.

The summary must include:

- a. A brief introduction to the Contractor and its leadership team
- b. A description demonstrating the Contractor's understanding of the district's needs and project goals.
- c. An outline of how the Contractor intends to develop and implement a comprehensive program to meet these needs and achieve the project goals.
- d. A summary of the proposal's key points and their alignment with the project's objectives
- e. A brief description of any unique characteristics that distinguish the Contractor from others, including relevant experience with similar projects or requirements of this RFP; and
- f. A description of the roles and qualifications of the personnel assigned to provide services for the project, including those of any subcontractors, if applicable.

2. Background Information as Appendix A

3. Proposer Experience and References

Proposers shall provide a narrative describing their experience with school district organization studies like the scope outlined in this RFP. This narrative should include detailed background information on the project manager and key members of the implementation team who will be involved in delivering the services.

Additionally, proposers must provide references for at least three (3) clients for whom they have provided services comparable to those described in this RFP. Each reference should include the following information:

- a. The name of the client organization.
- b. The name, address, and telephone number of the client's contact person responsible for overseeing the Contractor's services.
- c. A description of the type and scope of services provided to the client; and
- d. The date(s) during which the Contractor provided these services.

4. Scope of Services and Functionality as Appendix B

5. Project Timeline

Proposers shall include a detailed timeline outlining the major milestones from the award of the contract through to post-implementation follow-up. This timeline should clearly identify key phases and deliverables, including but not limited to:

- a. Contract award and project initiation
- b. Planning and preparation activities
- c. Major implementation steps or service delivery phases
- d. Periodic progress reviews or checkpoints
- e. Completion of primary services or deliverables
- f. Post-implementation evaluation and follow-up activities

The timeline should provide estimated dates or durations for each milestone to demonstrate the proposer's ability to meet project deadlines and ensure a smooth transition through all phases of the project.

6. Cost Proposal

Proposers shall provide a detailed, itemized description of the costs associated with each task outlined in the Scope of Work. This should include all fees, rates, and any other charges necessary to complete the project as described. The cost proposal must be comprehensive and transparent, enabling clear understanding of how the total price is derived.

SECTION 5 RFP GENERAL REQUIREMENTS

Time of Delivery

The time of submission is a critical component of this RFP and must be strictly adhered to. Late proposals will not be accepted or considered.

Taxes, Charges, and Extras

The full contract price as stated in the RFP shall include all applicable Sales Tax, Use Tax, and any other taxes identified on the RFP form. No additional taxes, charges, or extras will be paid beyond the contract price unless explicitly agreed upon in writing.

No charges for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, bonds, or any other expenses—except taxes legally payable by the Santa Clara County Office of Education—will be paid unless expressly included and itemized in the RFP response.

The Santa Clara County Office of Education does not pay Federal Excise Taxes. Do not include Federal Excise Taxes in your RFP price; however, please indicate the amount of any such tax on the RFP. The SCCOE will provide an Exemption Certificate in lieu of payment of these taxes.

Qualifications

All bidders may be required to provide evidence of their technical ability, relevant experience, and financial responsibility. The Santa Clara County Office of Education (SCCOE) will not accept proposals from, nor award contracts to, any party or firm that is currently in arrears to the SCCOE or that has been determined to be in default as a surety, contractor, or in any other capacity within the past twelve (12) months.

All consultants must provide **evidence of the following qualifications**:

- **Technical expertise** relevant to the scope of services.
- **Professional experience** working with infants, toddlers, and preschool-aged children from low-income, multi-ethnic backgrounds.
- **Financial responsibility** and business integrity.
- **Possession of all required professional licenses and/or certifications**, as mandated by applicable regulations.

All credentials must be current and verifiable at the time of proposal submission.

Background Clearance and Conduct Requirements

All consultants working directly with children and adults in classroom settings must:

- Sign the **Santa Clara County Office of Education (SCCOE) Standard of Conduct** form
- Submit **fingerprint clearance** for background checks

- Provide **current TB clearance** documentation
- Adhere to all **confidentiality and program policies** as required by SCCOE

Eligibility to Contract

No proposal will be accepted from - nor will a contract be awarded to—any individual or firm that:

- Is **in arrears** to the Santa Clara County Office of Education
- Has been in **default as surety, contractor, or otherwise** within the past **twelve (12) months**

Alteration or Variation of Terms

It is mutually understood and agreed that **no alteration or variation** of the terms of this proposal or any resulting purchase order shall be valid **unless made in writing and signed** by both parties.

No **oral agreements or understandings** not expressly incorporated into this document shall be binding. Any modifications or amendments must be **confirmed in writing** and executed by the authorized representatives of both parties to be enforceable.

Assignability

The contract **shall not be assignable** by the Consultant, either in whole or in part, without the prior written consent of the other party.

This contract shall be binding upon and shall incur to the benefit of the respective parties, as well as their **heirs, executors, administrators, successors, and authorized assignees**.

Compliance with Statute

The Consultant hereby warrants and represents that all applicable **Federal and State statutes, regulations, and local ordinances** will be fully complied with in the delivery of the services provided under this agreement.

Warranty

The Vendor warrants to the Santa Clara County Office of Education (SCCOE) and/or its customers that all goods and services provided under this order will conform to the drawings, specifications, samples, descriptions, and delivery schedules furnished by the SCCOE. All goods shall be of first-class material and workmanship and free from defects.

The SCCOE reserves the right to cancel the unfilled portion of this order without liability to the Vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at the destination by the SCCOE. The risk of loss or damage shall remain with the Vendor until acceptance by the SCCOE.

Defective goods rejected by the SCCOE may, without prejudice to any other legal remedies, be held at the Vendor's risk and returned at the Vendor's expense. Acceptance of goods or failure to notify the Vendor of defects shall not constitute a waiver of any warranty rights.

The Contractor further warrants that all materials and workmanship shall meet the quality, quantity, and character specified. Any defects due to improper workmanship or materials discovered and reported to the Contractor within one (1) year from the filing of the Notice of Completion shall be remedied by the Contractor at no additional cost to the Owner.

Rights & Remedies for Default

If any item furnished by the Vendor under the contract or purchase order fails to conform to the specifications or the description submitted by the Vendor in its RFP, the Santa Clara County Office of Education (SCCOE) may reject

such item. The Vendor shall promptly reclaim and remove the rejected item at no cost to the SCCOE and immediately replace it with an item that conforms to the required specifications or samples. Should the Vendor fail, neglect, or refuse to do so, the SCCOE shall have the right to purchase a corresponding quantity of such items in the open market and deduct from any payments due or to become due to the Vendor the difference between the contract price and the actual cost incurred by the SCCOE.

In the event the Vendor fails to make timely delivery as specified, the SCCOE shall have the same rights to procure items elsewhere and seek reimbursement, except where delays are caused by fire, strike, freight embargo, Act of God, or governmental action.

- a. The cost of inspecting materials and/or services that do not meet specifications shall be borne by the Vendor.
- b. The rights and remedies reserved to the SCCOE herein are exclusive and in addition to any other rights or remedies provided by law or under the contract.

Price Validity and Payment Terms

Prices, terms, and conditions offered in response to this RFP shall remain valid for ninety (90) days from the date of RFP opening, unless the proposing party agrees in writing to extend this period.

- a. Any cash discounts offered to the Santa Clara County Office of Education (SCCOE) must be clearly stated in the RFP.
- b. Cash discounts taken by the SCCOE, unless otherwise specified on the RFP form, shall be calculated on the total invoice amount, which may include materials, labor, taxes, shipping, storage, and other related costs.
- c. Prompt payment discounts with payment terms shorter than thirty (30) calendar days will not be considered in the evaluation of proposals for award. However, if such discounts are offered, the SCCOE will take advantage of them if payment is made within the discount period, even though they were not factored into the proposal evaluation.
- d. For any discounts offered, the discount period will be calculated from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received, whichever is later. Payment shall be deemed to occur on the date the warrant or check is mailed for purposes of earning the discount.

Payment

Payments to the vendor will be made only upon successful completion of the services and receipt of a properly itemized invoice. No prepayments will be made for services or materials that have not been received.

Modifications

Any changes, additions, or alterations to the Proposal Form, including recapitulations of the work bid upon, alternative proposals, or any other modifications not explicitly called for in the contract documents, may result in the rejection of the proposal as **non-responsive**.

No oral or telephonic modifications of any proposal will be considered. A telegraphic modification may be considered only if the postmark evidence that confirmation of the telegram, duly signed by the bidder, was mailed **prior to the proposal opening**.

Erasures

The proposal submitted must be free of any **erasures, interlineations**, or other corrections, unless each correction is properly authenticated. To authenticate a correction, the initials of the person signing the proposal must be affixed in the margin immediately opposite the correction.

Interpretation of Plans and Documents

If a bidder has any doubt regarding the true meaning of any part of the drawings, specifications, or other contract documents, or discovers discrepancies or omissions, the bidder may submit a written request for interpretation or correction to the Purchasing Manager. The bidder is responsible for ensuring the prompt delivery of this request.

Any interpretation or correction will be made only by a formal addendum issued in writing. A copy of such addendum will be mailed or delivered to each recipient of the contract documents. No oral interpretations or clarifications of any provision will be binding on the Santa Clara County Office of Education.

Withdrawal of Proposals

Bidders may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals. Withdrawals may be made in person, by written request, or by telegraphic request, provided that the telegraphic request is confirmed as specified above.

Evidence of Responsibility

Upon request by the **Santa Clara County Office of Education (SCCOE)**, a bidder whose proposal is under consideration for the award may be required to submit, promptly and to the satisfaction of the SCCOE, evidence demonstrating the bidder's:

- **Professional licenses or certificates**
- **Financial resources**
- **Experience**
- **Organizational capacity** to perform the contract

Listing Subcontractors

Each bidder is required to submit, with the sealed proposal, a list of all proposed subcontractors for this project, in accordance with the **Subletting and Subcontracting Fair Practices Act** (Gov. Code Sec. 4100 et seq.).

Forms for this purpose are provided with the contract documents.

Workers' Compensation

In accordance with the provisions of **Section 3700 of the Labor Code**, the contractor shall secure the payment of compensation to their employees.

Prior to commencing work under this contract, the contractor shall sign and file with the **Santa Clara County Office of Education (SCCOE)** the following certificate:

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

The certificate is included herein.

Insurance Requirements

Without in anyway limiting CONTRACTOR's liability pursuant to the "indemnification" section of this Agreement, CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

1. **General Liability Insurance** with limits not less than \$1,000,000.00 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
2. **General Liability Insurance Endorsements**
 1. General Liability Insurance Endorsement for Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse. Such coverage shall provide for defense outside of liability limits and provide liability coverage of \$3 million per sexual abuse injury. Such insurance must include coverage for sexual abuse perpetrated by an intern, psychologist, counselor, employees, officer or director, business invitee, volunteer or representative, and agent.
 2. Each and every General Liability policy and endorsement shall include the following:
 1. Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
 2. State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
 3. If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of Agreement or extend the period for reporting claims for three years following the completion of this Agreement such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
3. **Workers' Compensation Insurance**, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless SCCOE from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of the Professional Services Agreement.
4. **Professional Liability (E & O) Insurance** with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of the Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
5. **Automotive and Truck Insurance** were operated, in amounts as specified above.

Proof of Carriage of Insurance

The CONTRACTOR shall furnish certificates of insurance to the SCCOE responsible administrator for review and approval at the time of signing the Professional Services Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess

of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the SCCOE Manager of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish copy of the insurance policy or policies upon request of the SCCOE Manager of Risk Management within the (10) calendar days of written request.

SCCOE Rights and Disclaimers

The Santa Clara County Office of Education (SCCOE) reserves the right to:

- Postpone or delay the selection process at its sole convenience.
- Withdraw this Request for Proposals (RFP) at any time without obligation.
- Reject any or all proposals without providing a reason for such rejection.
- Enter into negotiations with any, all, or none of the respondents to this RFP.
- Waive any minor defects or irregularities in a proposal or in the proposal process at its discretion.
- Solicit new proposals for the same or a modified project, which may include components of the original proposed project, if deemed in the best interest of the SCCOE.
- Award a contract based on overall merit and alignment with the RFP requirements, rather than solely on the basis of the lowest bid.

These rights are reserved to ensure the SCCOE selects the most qualified and suitable provider in the best interest of the organization and its stakeholders.

Finalist Presentations and References:

At the conclusion of the proposal review period, the Santa Clara County Office of Education (SCCOE) may invite selected finalists to deliver a presentation highlighting the strengths and merits of their proposal. Finalists may also be asked to provide references from clients who have received comparable services.

Finalists will be contacted directly to schedule presentation times. Please note that the SCCOE will not be responsible for any costs incurred by the proposer in preparation for or participation in the presentation.

This RFP does not oblige the **SCCOE** to negotiate or enter a contract. All proposals submitted will **not be returned**, and no compensation will be provided for any work related to the preparation or submission of proposals.

Proposals as Public Records

Each Proposer is hereby advised that upon submission of its proposal to the Santa Clara County Office of Education (SCCOE) in response to this Request for Proposals (RFP), the proposal becomes the property of the SCCOE. As such, it is considered a public record and is subject to disclosure in accordance with the California Public Records Act, Government Code Sections 6250–6270. Proposers should be aware that any information contained in their submissions may be made available to the public unless specifically exempt under the law.

Contract Term

The term of this contract start date is **to be advised**, with the option of **four (4) one-year extensions**, subject to mutual agreement between the parties.

Piggyback Clause

The bidder agrees that the Santa Clara County Office of Education (SCCOE) may extend the same services and pricing, under the terms and conditions of this agreement, to any city, county, school district, collaborative, or other local government entity.

Multiple Awards

The Santa Clara County Office of Education (SCCOE) reserves the right to award multiple contracts of indefinite quantity for one or more similar services to multiple vendors. This may occur when the primary vendor is unable to provide the services or meet the required timing.

Termination of Contract

In the event the contract is terminated, the successful vendor shall cooperate fully with the Santa Clara County Office of Education (SCCOE) to ensure a smooth transition of the project to another vendor. This includes assisting with the transfer of all relevant data and materials to the SCCOE or to an in-house system, as directed by the SCCOE.

SECTION 6 CONTACT INFORMATION

Proposal Submission Requirements

The County Office of Education requests that all bidders submit **three (3) sealed hard copies** of their proposal. Proposals must be delivered in **sealed envelopes**, clearly marked with the following information:

- **Bidder's Name**
- **Bidder's Address**
- **Project Name** for which the proposal is being submitted

Submittals must be labeled with the RFP name and addressed to:

Josephine Dy-Liacco
Supervisor, Purchasing Services
1290 Ridder Park Drive,
San Jose, CA 95131
408.453.6854

It is the **sole responsibility of the bidder** to ensure that the proposal is received by the designated deadline. **Late submissions will not be accepted** and will be returned to the bidder **unopened**.

Signing of Proposals

All proposals must be signed in **long-hand** by an individual duly authorized to bind the bidder to a contract. The **full legal name** of the bidding entity must be clearly stated in the proposal.

By signing the proposal, the bidder acknowledges and agrees to fulfill all obligations outlined therein.

APPENDIX A

Background Information

Company Name	
Headquarters Address	

Contact Person (for questions regarding this proposal)	
Title	
Office Location	
Telephone Number	
Email Address	

Project Manager	
Office Location	
Telephone Number	
Email Address	

1. How many years has the company been in business? _____
2. Indicate whether the company is privately held or publicly traded. _____
3. The full legal name of the Contractor; the state in which the Contractor was organized; the date the Contractor was formed; the entity number assigned to the Contractor by the California Secretary of State, if applicable; and the Contractor's federal taxpayer identification number.

4. A description of the Contractor's organizational structure, including any anticipated changes to the Contractor's business and/or marketing strategies—whether public or non-public—that may impact the Contractor's ability to provide services for any or all phases of the project.

5. A description of any existing business relationships the Contractor, or any of its parent or affiliate companies, have with the Board, Superintendent, or any school districts or community college districts within Santa Clara County.

6. A description of all claims, as well as judicial or administrative actions, filed against the Contractor and/or its parent or affiliate companies within the past five years, including the outcomes of such claims and actions, and any decisions adverse to the Contractor and/or its parent or affiliate companies.

7. A description of all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies within the past five years, including the outcomes of such claims and actions, and any decisions adverse to the Contractor and/or its parent or affiliate companies.

8. A description of all disciplinary actions or other proceedings taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies, and/or any of their respective owners or principals.

9. A list and summary of all judicial or administrative proceedings involving the Contractor's sourcing activities and antitrust actions to which the Contractor and/or its parent or affiliate companies have been a party within the past five years.

APPENDIX B

Scope of Services

All costs associated with the services must be fully itemized in the submitted proposal. Any additional costs not included in the proposal will not be honored. Attachment A must be completed **in full**. For any level of service that the Proposer does not intend to provide, please indicate **N/A**. If a service is included in the price listed on another line, mark it as **INC** (for “Included in the price”) and reference the applicable line.

Proposers must use the chart below to indicate their proposed service prices. Proposed rates must include **all** operating costs, including but not limited to training, supervision, materials, supplies, and any other expenses necessary to deliver the related special education services. If the Proposer’s pricing structure differs from the chart, please attach a detailed pricing menu with the proposal.

Provider Type	½ day (8 AM – 12:PM)	Full-day (8:00 AM – 4:00 PM)	Hourly Rate
Adaptive Physical Education			
American Sign Language Ed Interpreting (ASL)			
American Sign Language Paraeducator			
Audiological Services			
Assistive Technology Services			
Behavior Intervention Design and Planning			
Behavior Intervention Implementation			
Counseling and Guidance			
Health and Nursing Services			
Low Incidence			
Language Speech and Hearing Development Remediation			
Music Therapy			
Orientation and Mobility			
Occupational Therapy			
Parent Counseling and Training			
Psychological Services			
Physical Therapy			
Recreational Therapy			
Specialized Driver Training			
Social Worker Services			
Transcription Services			
Specially Designed Vocational Education and Career Development			
Vision Services			

CRIMINAL BACKGROUND CHECK &

TUBERCULOSIS CLEARANCE WRITTEN CERTIFICATION FORM

Name of Independent Contractor/Service Provider:

*** Provided as a summary only; the provisions in the Agreement regarding this subject matter shall control.
Direct services to students must be performed on school grounds.*

Contractor shall check the applicable boxes and fill in any applicable blanks.

CRIMINAL BACKGROUND CHECK		
1.		Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with SCCOE students in the performance of this Agreement.
2.		Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED CONTACT</u> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. INSERT NAMES OF EMPLOYEES (Attach and sign additional pages, as needed.) By checking this box, Contractor certifies that the employee(s), agent(s), volunteer(s) noted above/attached fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.
TUBERCULOSIS CLEARANCE		
3.		Contractor/Contractor's employees, agents or volunteers will <u>ONLY HAVE LIMITED OR NO CONTACT</u> with SCCOE students (as defined by SCCOE).
4.		Contractor/Contractor's employees, agents or volunteers, <u>listed here/attached</u> , will have <u>MORE THAN LIMITED OR PROLONGED CONTACT</u> with SCCOE students (as defined by SCCOE) in the performance of this Agreement, and have cleared a TB Test (within the past year, four years if a chest x-ray). INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE (Attach and sign additional pages, as needed.)

Further Certification by Contractor: *"I hereby certify on behalf of Contractor that the information*

provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to SCCOE. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify SCCOE and bar such employee/ agent/ volunteer from performing any services under this Agreement that involve any contact with students."

Contractor Name

Contractor Signature

Date

Contractor's Disclosure Form Regarding SCCOE Officials

To be completed by Contractor:

Name of Contractor:

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Are any of Contractor's employees (or owners) ALSO current SCCOE employees/Board members?

Or former SCCOE employees/Board members within the last year? (Check "Yes" or "No" as applicable.)

☐ **NO.** None of Contractor's employees (or owners) are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year.

☐ **YES.** Contractor's employees (or owners) listed in the table below are **ALSO** current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year. *(Complete the table below. The list may be continued on an additional page as needed.)*

NAME of current SCCOE employe, board member, or former SCCOE employee or board member within the last year, who is ALSO Contractor's employee (or owner):	JOB TITLE(S) AT SCCOE of current SCCOE employee or board member, or former SCCOE employee or board member within the last year, who is ALSO Contractor's employee (or owner):	DATE on which individual left SCCOE employment or board member. If the individual is currently an SCCOE employee or board member, write "current."	If individual is a current SCCOE employee or board member, <u>how are they to be paid?</u> (i.e., through SCCOE Personnel Services or Contractor plans to pay directly, etc.)

Certification by Contractor

On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SCCOE employees or Board members, or former SCCOE employees or Board members within the last year. Contractor will promptly update this form with the SCCOE.

Contractor Name

Contractor Signature

Date

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