



City of Norfolk

Request for Proposals

RFP 10433-R-2024/AB

Private Day Schools: Speech, Education, Occupational, Physical Therapy

Issuing Office: Office of the Purchasing Agent

Attn: Mr. Ashley Barnes

810 Union St., Suite 303

Norfolk, VA 23510

V: 757-448-9848

Ashley.barnes@norfolk.gov

Issued: September 10, 2026

RFP OPENING DATE AND TIME: October 1, 2026

2:00 p.m. Eastern Time

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact E-mail:	
Authorized Agent Contact Phone:	
Date of Proposal:	

Table of Contents

SECTION I: PURPOSE, BACKGROUND AND SCOPE OF SERVICES	3
SECTION II: INSTRUCTIONS TO OFFERORS	7
SECTION III: CONTRACT TERMS AND CONDITIONS.....	12
SECTION IV: PROPOSAL SUBMITTAL REQUIREMENTS	13
SECTION V: ATTACHMENTS	16

Remaining page intentionally left blank.

SECTION I: PURPOSE, BACKGROUND AND SCOPE OF SERVICES

A. Purpose:

The City of Norfolk ("the City") seeks proposals from **Private Day Schools which provide speech therapy, educational services, occupational therapy, and physical therapy** ("Schools") to children who reside in the City of Norfolk ("City") on an as-needed basis. The City estimates that fifty (50) to one hundred (100) students will need services each academic year. the number will vary depending on the number of Individual Educational Programs ("IEP") issued. Eligible students range in age from two years to 21 years, inclusive of the 22nd birthday.

B. Background:

The Virginia Children's Services Act (Code of Virginia §2.2-5200 et seq.) (the "Act") provides for innovative systems of services and funding for Virginia's children and families. The Act blends eight categorical funding streams from four state level agencies and creates local interagency Family Assessment and Planning Teams ("FAPT") to support at-risk youth and families. Services are child-centered, family-focused, and community-based. Emphasis is on reducing out-of-home and out-of-community placements. Agencies are expected to work together to develop community-based alternatives and natural supports.

The City may award contracts to multiple Schools. Attachment I is the template of the contract that an awardee will be required to enter into.

C. Definitions of Key Terms

1. **Case Managers** are local public agency staff who perform the administrative and casework duties to support children and families through the FAPT process. The case manager is responsible for family engagement, as well as providing support and assistance to the family, coordinating services, and providing updates regarding family participation and progress to FAPT.
2. **Community Policy and Management Team ("CPMT")** is the governing body responsible for the receipt and expenditure of CSA funds and services and provides oversight to Family Assessment and Planning Teams.
3. **Core Agency Partners** are local public agency staff from the following departments and/or agencies: Norfolk Community Services Board (NCSB), Norfolk Department of Human Services (NDHS), Norfolk Public Schools (NPS), Norfolk Juvenile Court Services Unit (NCSU).
4. **Extended School Year ("ESY")** are academic services beyond the regular school year for the purpose of providing a free and public education.
5. **Family Assessment and Planning Team ("FAPT")** is a multi-disciplinary team whose responsibility is to assess the needs and strengths of families, identify and determine services to meet their unique needs. FAPT assists in the development of the IFSP and meet regularly to review child/family participation and progress. FAPT is comprised of family members, members of core agencies, a private provider, and a parent/consumer representative.
6. **Individual and Family Service Plan ("ISFP")** outlines the child and family needs, goals and objectives. Families are included in all aspects of assessment, planning and implementation of services. It is monitored regularly.
7. **Individualized Education Program ("IEP")** means an educational plan written for a child with a disability that is developed, reviewed, and revised at least annually in a team meeting in accordance with the Regulations Governing Special Education for Children with Disabilities in

Virginia (8VAC20-81). The IEP specifies the individual educational needs of the child and what special education and related services are necessary to meet the child's educational needs.

8. **Individualized Instruction Plan ("IIP")** means a written plan for a child who is privately placed or for a child who has not been determined eligible for special education services that is developed, reviewed, and revised at least annually in a team meeting that includes the parent and student when appropriate. The IIP specifies the student's academic level, course of study, individual educational needs, and the educational services the child will receive.
9. **Norfolk Children's Services Act ("CSA") Office** is the local office for administering the Children's Services Act.
10. **Related Special Education Services** are developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education and includes speech-language services, physical and occupational therapy, and support services.
11. **Virginia Council for Private Education (VCPE)** oversees accreditation of private preschool, elementary and secondary schools in the Commonwealth of Virginia. VCPE facilitates a statewide framework for communication and cooperation among private schools, their public-school counterparts, state and local governments, and other agencies and organizations.
12. **Virginia Department of Education ("VDOE")** is the agency of the Commonwealth of Virginia responsible for public education.
13. **Vocational Programs** involve a curriculum centered on preparing students for a career.

D. Accreditation, Licensure and Certifications

School shall ensure that all personnel for proposed services meet all federal, state, and local laws and regulations for licensure requirements and certifications:

1. Each teacher shall meet the requirements of the Virginia Department of Education's Licensure Regulations for School Personnel in accordance with state regulation (8VAC20-22).
2. In schools where students are instructed by content or grade level endorsed, teachers shall have available appropriately certified special education teachers to case manage IEP's and to provide disability-specific technical assistance and instruction.
3. Schools offering only self-contained classroom instruction shall have teachers endorsed in either special education, general curriculum, or special education adapted curriculum depending on the functioning levels of the students.

E. Scope of Services:

1. The schools shall be privately-owned and operated day schools, preschools, or educational organizations (no matter how titled, maintained or how classes are conducted) licensed by the Virginia Superintendent of Public Education to offer instruction, for a consideration, profit or tuition, to persons determined to have a disability. Payments shall be made from the CSA funds and administered by the Norfolk Department of Human Services ("NDHS") on behalf of the CPMT. Norfolk CSA coordinates the FAPTs.
2. To be awarded a contract, the offeror must meet or exceed the requirements of "Chapter 671 Regulations Governing the Operation of Private Schools For Students With Disabilities" (8VAC20-671-10 through 8VAC20-671-780).
3. Schools shall maintain a physical facility that is accessible, barrier-free, safe, and clean as evidenced by their VDOE licenses.
4. Schools shall respond to a request for service within three (3) days of such request and begin service provision within two (2) weeks of the request.

5. The Schools shall offer instruction to persons determined to have one or more of the following disability classifications as determined by an eligibility determination group pursuant to 8VAC20-81-80.C.1.
 - a. Autism,
 - b. Deaf-Blindness,
 - c. Developmental Delay,
 - d. Hearing Impairment including Deafness,
 - e. Intellectual Disability,
 - f. Multiple disabilities,
 - g. Orthopedic Impairment,
 - h. Other health impairment,
 - i. An Emotional Disturbance,
 - j. A Specific Learning Disability,
 - k. A Speech or Language Impairment,
 - l. A Traumatic Brain Injury,
 - m. A Visual Impairment including Blindness.
6. Schools shall provide educational services to persons with recognized disabilities to ensure the student's ability to earn credits toward obtaining a standard or advanced diploma.
7. In addition to the IEP, the instructional program of a child must align with the Virginia Standard of Learning (SOL) or the Alternative Standard of Learning (ASOL). Schools shall provide a program of instruction that clearly articulates learning outcomes for the core subjects: English, Mathematics, Science, and History/Social Science.
8. Schools shall provide instruction to meet the needs of students that reflects an understanding of all applicable academic, vocational, therapeutic, recreational, and socialization practices.
9. Schools shall deliver services in accordance with the student's Individual Education Program (IEP) according to standards set forth by VDOE.
10. Schools shall provide instruction that promotes student growth and academic achievement at successive grade levels as appropriate.
11. Schools shall serve the needs and interests of all students, taking into consideration age, appropriateness, cultural norms, physical abilities, and cognitive abilities.
12. Schools shall implement evidence-based practices to improve academic, behavioral, and social outcomes for all students.
13. Schools shall provide health and physical fitness activities as deemed appropriate at the student's level of ability.
14. Schools shall provide opportunities for art and music instruction.
15. Schools shall provide school nutrition as required in 8VAC20-81-80.C.1.
16. Schools shall provide evidence of transition services designed within an outcome-oriented process for all students, as appropriate, that promotes movement from the private school to public school the child would normally attend; movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation.
17. Schools shall comply with all VDOE-required background checks and drug testing.

F. Deliverables

1. Schools shall provide monthly reports to the CSA office regarding the child's participation and progress.

2. Schools shall provide IEP Progress reports towards the student's annual goal to the parent(s) or guardian and Norfolk Public Schools ("NPS"), concurrently with the issuance of the progress report cards and interim progress reports of children without disabilities.
3. Required reports will be maintained by the School and provided to the City upon request for review and inspection. The City may request the raw data upon which the reports are based.
4. If progress is not made or appropriately evidenced, NPS will schedule an IEP meeting.
5. Schools must submit all required license renewals annually.

SECTION II: INSTRUCTIONS TO OFFERORS

A. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, should consult the Office of the Purchasing Agent's electronic bid service provider website <https://secure.procurenw.com/portal/norfolk>.

C. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be submitted through the Questions and Answers tab in the electronic solicitation posting for **RFP No. 10433-R-2024 AB RFP Private Day Schools - Speech, Education, Occupational, Physical Therapy** on <https://secure.procurenw.com/portal/norfolk>. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on <https://secure.procurenw.com/portal/norfolk>. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than 5:00pm EST on **September 18, 2026**. Questions received after that time will not be considered. The answers to questions submitted will be provided in Addendum # 1 which shall be posted on **September 22, 2026**. Any additional questions shall be submitted no later than 5:00 PM EST on **September 23, 2026**. Questions received after that time will not be considered. Any answers to the questions will be posted in Addendum #2 on, if necessary.

D. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

E. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

F. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in submission of its proposal and performance of any contract if awarded. See Attachment B.

G. Nondiscrimination:

The Contractor agrees that it will adhere to the nondiscrimination requirements set forth in the Code of the City of Norfolk § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

H. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and submitted with proposals. See Attachment D.

I. Compliance with Federal Immigration Law:

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

J. Authorization to Transact Business in the Commonwealth:

Contractor shall certify that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

K. Schedule of Events:

Event	Date
RFP Issued	September 10, 2026
Question Deadline	September 18, 2026
Addendum Issued	September 22, 2026
Proposals Due	October 1, 2026

L. Preparation of Proposals:

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the offeror’s responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror’s proposal. The City reserves the right to determine if a proposal is incomplete.

M. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code § 33.1-9 and § 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to § 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked “PROPRIETARY”.

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under

the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

N. Exceptions to the City's Contractual Terms and Conditions:

Offeror shall identify any exceptions to the City's Contract Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.

O. Proposal Binding for One Hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one hundred eighty (180) calendar days after the scheduled closing date of this RFP.

P. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

Q. Disposition of Proposals:

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. All proposals shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act ("VFOIA") provisions.

R. Proposal Evaluation Process:

Evaluation of proposals will be within the discretion of the City. It is the intent of this RFP that all services be provided complete in all respects without need by the City to engage separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Approach/Service Provision Method	35
References	20
Organization Qualifications	25
Pricing	20
TOTAL	100

Pricing will be evaluated objectively. The City will compute the points for pricing with the following equation:

$$\begin{aligned} \text{lowest total price/individual total price} &= X \\ X(20) &= \text{number of points received for price} \end{aligned}$$

S. Presentations:

If, in the City's opinion, offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror. Travel will be at the offeror's expense.

T. Award:

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to cancel the solicitation and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

U. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

V. Cooperative Procurement:

The procurement of goods and/or services provided for in the resulting contract is being conducted pursuant to Virginia Code § 2.2-4304. Therefore, the successful offeror agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to the resulting contract or from this procurement and in accordance with Virginia Code § 2.2-4304. The City of Norfolk shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or the public agency or body seeking to

obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the successful offeror.

W. Equal Opportunity Business Development:

The City encourages small businesses and businesses owned by women and minorities and disabled veteran to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to complete Attachment G to provide the planned use of such businesses in fulfilling any resulting contract.

X. Method of Payment – Mandatory Acceptance of Electronic Payment:

All payments by the City under this contract shall be made by electronic funds transfer except as provided in paragraph a) of this clause. As used in this clause, the term Electronic Funds Transfer (“EFT”) refers to electronic funds transfer and may include, at the Contractor’s discretion, either “ACH” payments (bank transfers) or “ESP” payments (credit card payments).

- a) In the event the City is unable to release one or more payments by electronic funds transfer, the Contractor agrees to either:
 - i. Accept payment by check or some other mutually agreeable method of payment; or
 - ii. Request the City to extend payment due dates until such time as the City makes payment by EFT.
- b) Mandatory submission of Contractor's EFT information:
 - i. The Contractor is required to provide the City with the information required to make payment by EFT (see paragraph (d) of this clause).
 - ii. If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information to each contract.
- c) Mechanisms for EFT payment. The City may make payment by EFT through either through:
 - i. the Automated Clearing House (ACH) network payment directly to the Contractor’s designated account, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System, or
 - ii. ESP payments which involve use of a virtual credit card (16 Digit Single Use Card #) issued by Truist Bank (formerly SunTrust Bank) for accessing the funds.
- d) Forms to register for either type of electronic payment will be provided to the Contractor for completion prior to selection and must be completed prior to the issuance of a Purchase Order or award of any contract pursuant to this solicitation.

Remaining page intentionally left blank.

SECTION III: CONTRACT TERMS AND CONDITIONS

The selected Offerors will be required to execute a contract in substantial conformity to the contract attached to this solicitation as Attachment I.

TERM

This agreement shall be for a period of five (5) years.

Remaining page intentionally left blank.

SECTION IV: PROPOSAL SUBMITTAL REQUIREMENTS

A. Proposal Submission:

Proposals shall be submitted electronically through the Office of the Purchasing Agent's electronic bid service provider website <https://secure.procurenow.com/portal/norfolk>. Proposals must be submitted before date and time due specified in the solicitation. Hard copy or e-mailed proposals, and/or late submissions will not be accepted.

B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP shall comply with the following guidelines:

- Unnecessary attachments or documents not specifically asked for should not be submitted; and
- Proposals shall address the below areas, not exceeding the stated page limitations (if any). The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10-point font for each response item. If a page limit is not noted within the section below there is no page limit.

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

D. Format of Proposals

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following sections, each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and, in the order, below:

Additional instructions are in Section II of this RFP.

- I. RFP Cover Page
- II. Executive Summary
- III. Experience
- IV. Approach/Service Provision Method
- V. Pricing in Exhibit H
- VI. References
- VII. Insurance Certificate
- VIII. Contracting and Employment Outreach Plan
- IX. Exceptions to the City's contractual terms and conditions
- X. Attachments A, B, C, D, E, F, and G completed, signed or initialed as necessary
- XI. Appendix

Information required in each section.

I. RFP Cover Page:

Offerors shall complete and sign the cover page of this RFP and submit with proposal.

II. Executive Summary:

The Offeror's proposal shall contain a two (2) page executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. Include the number of years the Offeror has provided services described in the RFP.

III. Licenses/Accreditation:

- A. Offerors shall provide their current VDOE license to provide services to persons with recognized disabilities.
- B. Offerors shall provide their current accreditation from the VCPE.

IV. Approach and Service Provision Method:

Describe how the Offeror will provide the services described herein from selection to service implementation that will ensure a seamless transition of uninterrupted and continued educational services for children with disabilities.

- A. Include a plan that will incorporate the use of the IEP and IIP, to develop the unique curriculum of instructions for each individual student identified as needing the service.
- B. Present a quality control program to assure the requirements of the Agreement resulting from this solicitation are met.
- C. Describe in detail how your organization currently addresses (and plans to address, if awarded this contract) requirements specified in item D. 3 through 18 of Section 1 (Purpose, Background and Scope of Services) of this RFP.

IV. References:

A **minimum** of five (5) current and/or previous clients (such as school districts, etc.) for which Offeror has completed services comparable to those described in this RFP. Include references for work performed in an environment comparable to the performance environment necessary under this resulting Agreement. For each reference provide:

- A. Name of firm.
- B. Address of firm.
- C. Name, title, address, e-mail address, and phone and fax number of a contact for the firm.
- D. Number of years Offeror has served the client; and
- E. Summary of scope of services provided.

V. Organization Qualifications:

Provide the credentials of the key organizational staff members and the provider's experience. Include background information about the organization, e.g., philosophy, ownership, qualifications, size, facilities, and location of the physical plant where instructions will take place, etc.

- A. Offeror's management structure, e.g. organization chart of the firm, project team, etc.
- B. Size and location of the office that will serve the City.
- C. Identify and provide qualifications and resume of the principal person who will be assigned to the City.
- D. Identify and cite evidence-based practices.
- E. Resources available to Offeror for the performance service under the contract.
- F. Provide the number of years the Offeror has been providing these services.
- G. Provide the number and types of students with disabilities the Offeror has provided with these services.
- H. Provide an organizational chart which describes the division of responsibilities and qualifications among the members of the staff.
- I. Identify potential challenges and/or barriers which may hinder the organization or employees from successfully completing the required tasks.

VI. Pricing:

Provide the rates included in Attachment H for each of the services under Attachment H.

The educational daily rate shall include the provision of all services required. Please provide details as to what specific services the educational daily rates include (educational/academic, physical, music, etc.).

VII. Insurance Certificate:

The Offerors shall submit with their proposal insurance certificate listing the City of Norfolk as additional insured in accordance with the requirements of paragraph 15. of Attachment I.

V. Contracting and Employment Outreach Plan:

Provide a plan for workforce development and employment opportunities for individual residents of Norfolk, especially those of low to moderate income and identify strategies for subcontracting opportunities to small, minority and women-owned businesses.

VI. Exceptions:

Identify any exceptions to the RFP or City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: a review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal and is therefore not part of the evaluation criteria for review of written proposals.

VII. Attachments:

Attachments A through G, completed, signed or initialed as required.

VIII. Appendix:

Other documents that may assist the City in evaluating your proposal.

SECTION V: ATTACHMENTS

ATTACHMENT A: ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of _____(name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____

Name: _____

Title: _____

Date: _____

Remaining page intentionally left blank.

ATTACHMENT B: ETHICS IN PUBLIC CONTRACTING

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.
(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money,

services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.

Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT C: NON-DISCRIMINATION

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, political affiliation, whistleblower activity, parental status, military service or any other characteristic protected by federal or state law. The contractor 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 contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor 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.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

Remaining page intentionally left blank.

ATTACHMENT D - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

- (A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;
- (B) Have ___ have not __, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not __, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

- a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/ PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the

appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT E: COMPLIANCE WITH FEDERAL IMMIGRATION LAW

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____

does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT F: COMPLIANCE WITH STATE LAW – AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

I. CERTIFICATION:

- A. The offeror (Please fill in with your enterprise's complete name) _____ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

- A. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS:

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT G: EQUAL OPPORTUNITY BUSINESS STATUS

I. CERTIFICATION

Business Classification: Is your company a minority or woman owned business? Yes / No

If yes, please check the appropriate category:

☐	African American (male)	☐	African American (female)
☐	Hispanic (male)	☐	Hispanic (female)
☐	Asian American (male)	☐	Asian American (male)
☐	American Indian (male)	☐	American Indian (female)
☐	Eskimo (male)	☐	Eskimo (female)
☐	Aleut (male)	☐	Aleut (female)
☐	Other (male)	☐	Caucasian (female)
☐		☐	Other (female)

Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans. All prime contractors should furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name(s) of your Subcontractor(s) _____

a. Proposed Minority Category of Subcontractor(s) - please check appropriate category(ies):

☐	African American (male)	☐	African American (female)
☐	Hispanic (male)	☐	Hispanic (female)
☐	Asian American (male)	☐	Asian American (female)
☐	American Indian (male)	☐	American Indian (female)
☐	Eskimo (male)	☐	Eskimo (female)
☐	Aleut (male)	☐	Aleut (female)
☐	Other (male)	☐	Caucasian (female)
☐		☐	Other (female)

2. Proposed number of subcontracts: _____

3. Proposed Description of commodity (e.g., masonry, hauling, insulation): _____

4. Proposed Description of Project: _____

5. Proposed Total value of awards to all subcontractors: _____

6. Proposed Total Number of minority subcontracts awarded: _____

If you do not propose the use of any subcontractors, please check here: ☐

II. INSTRUCTIONS

The City encourages small businesses and businesses owned by women and minorities and disabled veteran to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to provide information in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.