REQUEST FOR PROPOSALS FOR SPECIAL EDUCATION CONSULTANT
RFP23/24-1

I. BACKGROUND/INTRODUCTION

Highline Public Schools requests proposals for the professional services of an experienced Consultant to conduct an in-depth programmatic and financial analysis of the special education services provided in Highline Public Schools (HPS).

HPS is a district of approximately 17,500 students at 35 schools. The district employs more than 2,000 staff members and offers a wide variety of educational opportunities from early childhood to college preparation. Approximately 60 percent of students are eligible for free and reduced-price meals, 30 percent are English Language Learners, 80 percent are students of color, and there are 89 distinct primary languages spoken.

Highline Public Schools is deeply engaged in work around equity, race, and identity to better foster and support an environment in which our students, families, and staff grow, thrive, and succeed. The district is guided by a strategic plan that is centered on the promise that, "EVERY STUDENT in Highline Public Schools is known by name, strength and need, and graduates prepared for the future they choose."

This Request for Proposals (RFP) describes the selection process and documentation required for submitting a proposal. Any firm failing to submit their proposal in accordance with the procedures set forth in the RFP may be considered nonresponsive.

II. SCHEDULE

Selection Process	**Date**
Request for Proposal Published	October 14, 2023
Last Day for Questions from Proposers by 2:00pm	October 20, 2023
Proposal Due by 9:00 am (PST)	**October 30, 2023**
Initial Screening	Oct. 30-31, 2023 (tentative)
Interviews	Nov. 2-3, 2023 (tentative)
Anticipated Start Date	Nov. 9, 2023 (tentative)

III. SELECTION PROCESS

The district intends to select a Consultant based on the best interests of the district, all factors considered. Among the factors to be considered are the following:

Evaluation Criteria	**Points**
Approach	**25** (See Section VI, 5)
Qualifications of Team Members	**15** (See Section VI, 3)
Experience with comparable school districts	**15 (**See Section VI, 4)

Knowledge of/access to special education law and research based best practices in support of students with disabilities	**15 (**See Section VI, 3)
Timeline (length of time needed for project)	**15 (**See Section VI, 5)
Pricing	**15 (**See Section VI, 7)

- Only proposals received by the deadline will be considered.
- Proposals will be initially screened resulting in a short-list of one or more qualified consultants that may be invited to interview on a date to be determined (anticipated early Nov.)
- The district reserves the right to seek clarifications about the proposals.
- The district may award the contract based solely on the written proposals. However, the district may elect to engage in negotiations with a selected short list of vendors in order to improve the proposals and obtain the best contract for the district.
- The district reserves the right to request post-proposal modifications, including best and final offers and considerations.
- The final selection will be based on the evaluation criteria set forth in Section III. The district reserves the right to negotiate with the successful firm on pricing, scheduling and other factors.
- The district reserves the right to reject any or all proposals, waive minor irregularities and informalities, and make the awards in its best interest.
- The district reserves the right to modify the scope of services as a result of the written submittals and/or interviews.
- All costs incurred in the preparation of the request for the proposal process shall be borne by the proposing firm.
- **Proposals submitted in response to this request for proposal shall become the property of the district and be considered public documents under applicable Washington State laws.**
- The district reserves the right to terminate the contract at any time for any reason.
- All respondents will receive written notification of the decision.

IV. EXPECTATIONS OF CONSULTANT/PROJECT INFORMATION

The Consultant shall undertake, at a minimum, the following responsibilities, and any additional responsibilities reasonably necessary to complete this work. The scope of work may include some or all of the following tasks. The review is proposed to consist of two parts: Operational/Financial and Programmatic.

The overarching purpose of the proposed review is to conduct an in-depth programmatic and financial analysis of the special education services provided in Highline Public Schools to: 1) determine the degree to which current programming and use of resources is strategically and meaningfully supporting students with disabilities and; 2) identify recommended next steps for continued program improvement and the strategic use of resources.

Some of the proposed questions to explore for each part of the review are described below. While they are described in two parts, there are questions in each part that relate to the other part of the review.

1. ***Operational and Financial*:**
   - Analyze the process, timeline, and current procurement and contracting practices for hiring special education staff.
     - Do current staffing allocation procedures and practices allow for special education staff to adequately meet the needs of students with disabilities in HPS?
       - Is the district able to effectively recruit, hire and retain high-quality special education teachers?
       - Does parental advocacy play a role in staffing?
       - How do HPS's ratios compare with labor partner contracts from other districts using an inclusion model?
     - To what extent are district resources and supports for special education staff adequate to meet their needs in providing appropriate services to students with disabilities?
     - Are special education and general education budgets coordinated to promote inclusion?
     - Examine the financial and student impacts of internal and external staffing. Compare types of contracts with best practices for serving students.
   - Review financial special education expenditures to look for any potential opportunities to create efficiencies.
     - What would be the initial investment needed to create those efficiencies?

2. ***Programmatic*:**
   - Identify and review the current model to determine strengths and opportunities to better serve students. Review should include, but is not limited to, interviews and a document review of collective bargaining agreements, individualized education plans (IEPs), student data, and other relevant materials to answer questions such as:
     - Using a social justice lens, are the services the district provides meeting the recognized best practices for students, including inclusion?
     - How are students with IEPs meaningfully included in inclusive settings by general education staff?
     - How do placements vary by disability category, race and ethnicity, and or socioeconomic status?
     - What common practices are associated with the monitoring and adjustment of IEPs?
       - What practices are in place for the determination, provision, and fading of 1:1 support for students with disabilities?
     - What are the outcomes for students with disabilities across settings in HPS?

V. SUBMISSION OF PROPOSAL

The proposing Consultant should submit one ELECTRONIC copy of their proposal sent via email to tracey.david@highlineschools.org and erinn.bennett@highlineschools.org. The subject

line of the email should be "Special Education Review Proposal." **Proposals must be received by 9 a.m. on October 30, 2023 (PST).**

Each proposal is to be a maximum of 20 pages (8-1/2"x11"), single sided, not smaller than 12-point type. Submittals exceeding the page limits may be considered non-responsive.

- The cover letter, table of contents, tabs, and resumes do not count toward the page limits.

VI. PROPOSAL SPECIFICATIONS (separate sections)

1. ***Table of Contents*** (maximum one page)
2. ***Executive Summary*** (maximum one page)
    a. Please provide a summary highlighting the Consultant's qualifications and special expertise to provide services requested in the request for proposal.
3. ***Qualifications of Team Members, including Availability & Capacity***
    a. Describe how you propose to organize your team to accomplish the work. Please identify the primary team member(s) who would lead this project and their qualifications. Please include a resume for each individual.
    b. Statement as to whether the proposed team member(s) or firm are currently engaged (or will soon be engaged) in other projects that are coincident with, or might affect, the timeline of the Highline work.
    c. Please include information describing the Consultant(s) knowledge of/access to special education law and research based best practices in support of students with disabilities.
4. ***Experience with Comparable School Districts***
    a. Please also include the Consultant's most recent project(s) with comparable school districts (with contact information) that most closely relates to the Consultant's qualifications for this project.
5. ***Project Approach, including:***
    a. Describe how you would approach this project, including:
        i. Process - Suggested timeline with phases, steps, activities, and major events.
            1. If the review was conducted in two phases, financial and then programmatic, please estimate the length of time needed for each phase.
        ii. Responsibilities to be assumed by the District and the Consultant(s) during each phase of the process.
6. ***References***
    a. Please provide the client name, address, telephone number, and email address of three client representatives that have recently worked with the proposed consultant(s).
7. ***Pricing***
    a. Briefly discuss proposed pricing structure for the listed services, listing categories of individuals, hourly rates, type of reimbursement costs, etc. Please separate out anticipated expenses for each element of the project and outline other anticipated expenses for the district.

i. Please include the two separate costs if the project were conducted in two phases, financial and programmatic.

b. Please include costs for reimbursable and direct expenses, such as supplies, postage, etc. Please include any information about any planned use of technology and/or cost-saving measures (e.g., virtual meetings).

c. Please note pricing should be based upon previous experience on projects completed and the services outlined in the RFP.

VII. QUESTIONS AND COMMUNICATION

All communication and/or questions shall be submitted in writing via email by the dates and times indicated above in the Schedule (Section II). The district will consider no telephone or in-person inquiries, except at any interviews conducted.

Answers to questions will be issued in the form of an addendum which will be provided electronically on the Highline Public Schools' Purchasing website at https://www.highlineschools.org/departments/business-finance/purchasing.

Emails: tracey.david@highlineschools.org and erinn.bennett@highlineschools.org

Proposals must be submitted electronically by 9 a.m. (PST) on October 30, 2023, at the above referenced emails with "Special Education Review Proposal" in the subject heading of the email.

In the event that a firm attempts to contact any official, employee, or representative of Highline Public Schools in any manner contrary to the above requirements, said firm may be disqualified from further consideration.

This prohibition does not apply to:

- Telephone calls to the district to request copies of this RFP, to confirm attendance, or request directions relative to an interview request received from the district
- Discussion in the interview

VIII. CONTRACT AND CONTRACTING PROVISIONS

The district's standard contract for independent contractors is included as an attachment. The proposal should include any comments or requested changes. Please note: The district reserves the right to reject any firm that is not willing to accept the district's terms and conditions as noted in the standard form of contract.

Additional Contract Requirements:

- New Vendor Request Form (attached)
- W-9 Form
- Washington State Business License
- Certificate of Insurance, including endorsement pages, with the limits described in the Contract for Independent Contractors

IX. ATTACHMENTS

- Contract for Independent Contractors
- New Vendor Request Form

HIGHLINE PUBLIC SCHOOLS

CONTRACT FOR INDEPENDENT CONTRACTOR/CONSULTANT SERVICES

This contract, entered into this _____ day of _____, by and between Highline School District 401 (hereinafter referred to as the DISTRICT), and _____ (hereinafter referred to as the CONSULTANT), witnesseth that: WHEREAS, the DISTRICT has determined that it is necessary to retain the services of a qualified person to perform the services as explained below

THEREFORE, the parties hereto agree as follows:

1. The CONSULTANT shall perform the following tasks: (attach additional page if necessary).
   _____
2. Consideration and conditions of Payment:

   A. In consideration for services provided under the terms of this contract, the DISTRICT shall pay the CONSULTANT (use (I) or (II), whichever applies):

      I. _____ dollars ($_____).

      II. An amount not to exceed _____ dollars ($_____). This amount is based upon a rate of _____dollars ($_____) per _____, assuming a total of _____ working _____ during the term of the contract.

   B. Payments shall be made upon presentation of an invoice in a format prescribed by the DISTRICT within 30 days of date of invoice.

   C. The total obligation of the DISTRICT under this contract shall not exceed _____dollars ($_____).

3. The contract shall become effective on _____, and shall remain in effect until _____. Provided, that this contract may be canceled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

4. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of the DISTRICT.

5. If any data will be needed from the district as a result of this contract the district's Data Sharing Agreement (DSA) must be completed **prior** to the contract being finalized. See Appendix C.

6. No changes may be made in the terms or conditions of this contract, except by the mutual written consent of the parties hereto.

7. All services provided under this contract shall be performed to the satisfaction of the Superintendent or their designee, and no payment shall be made for any portion of this project not performed in a satisfactory manner. In the event that this contract is canceled prior to the termination date specified in clause 3, the CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. No payment or reimbursement shall be made under this contract for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

9. Payment for services under this contract shall be reported to the Internal Revenue Service, as required.

10. The Contractor / Consultant will comply with RCW 28A.400.330 in regards to crimes against children. Failure to comply with this section shall be grounds for immediate termination of this contract.

11. The District cannot pay for work done prior to the contract being approved. **DO NOT** begin work until you have received an executed contract and purchase order.

12. INDEMNIFICATION & INSURANCE: The Provider agrees that to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend any and all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement. The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District. Proof of insurance is a requirement of, and specific to, this agreement. Provider agrees to meet all insurance requirements (sent under separate cover) as part of the Terms and Conditions of the agreement.

13. INSURANCE WAIVER REQUEST: Depending on the duration and scope of work, you may be eligible to waive **proof of insurance**. Waiving proof of insurance, or submission of a Certificate of Liability Insurance (COI) may be considered for small contractors that are not working with students. Contractors working with students or bringing equipment on site must provide proof of insurance but may be eligible for a waiver of coverage limit requirements.

    Please indicate by checking below if you would like to request the following waiver:

    ☐ Waiver of COI submission

    ☐ Waiver of insurance limit requirements

14. *Other provisions: (attach additional page if necessary)*

15. **CERTIFICATE OF INSURANCE: Check either A, B, C or D.**

☐ **A:** Contractor meets criteria in Section 13 and requests a waiver to submit a Certificate of Liability Insurance. *Exempt from providing proof of insurance.*

School/Department Administrator (Print & Sign): _____

Date: Notes: _____

☐ **B:** Contractor/Professional will be working with district students unsupervised under the terms of this contract.
*A Certificate of Insurance will be required, meeting all limit requirements, including sexual molestation coverage. *See Appendix A**

☐ **C:** Contractor will be working supervised with district students under the terms of this contract.
*A Certificate of Insurance will be required, but minimum limits may be waived. *See Appendix B**

School/Department Administrator (Print & Sign): _____

Date: Notes: _____

☐ **D:** Contractor will be bringing equipment onsite under the terms of this contract.
*A Certificate of Insurance will be required, but limits may be waived. *See Appendix B**

------ For Option C or D- This box is for the Chief Operations Officer only ----------

☐ Minimum limit requirements - mandated ☐ Minimum limit requirements - waived

Chief Operations Officer or designee:_____ Date:_____

Consultant Signature:	Date:
Consultant Name (please print)	
Address:	Phone:
Email:	Fax:
Administrator (Print & Sign):	Date:
Account Code:	

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Please Complete and return to:
15675 Ambaum Blvd. SW
Burien, WA 98166

FOR OFFICE USE ONLY
(Requester enter name, address, and account as they appear in requester's records.)
Name **Highline School District**
Locator ID **Purchasing Department**

STEP 1. *(Check ONE box only and provide your complete name and Taxpayer Identification Number.)*

☐ **U.S. Resident – Individual/Sole Proprietor** **(Form 1099 reportable)**

Name: _____

If you are a sole proprietor, name of the owner of the business: _____

Social Security Number ___ - ___ - ____ **OR** Employer Identification Number ___ - ____

☐ **U.S. Partnership, Limited Liability Company ("LLC"), or Trust** **(Form 1099 reportable)**

Name (as shown on your tax return) _____

Employer Identification Number: ___ - ____

☐ **U.S. Corporation** (exempt from Form 1099 except for medical or legal services)
(If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, 2553 if S-Corp, *Entity Classification Election*)

Name (as shown on your tax return) _____

Employer Identification Number: ___ - ____

☐ **U.S. Tax-Exempt Organization or Federal, State, or Local Government Agency** (exempt from Form 1099 reporting)

Name (as shown on your tax return) _____

Employer Identification Number: - ____

STEP 2. Minority Business Enterprise/Women Business Enterprise Certificate ☐ Not Applicable

The business listed above is a: ☐ Minority Business Enterprise ☐ Women Business Enterprise Date of Certification:

STEP 3. Certification/Signature (Complete the following) under penalties of perjury my signature certifies that:

1. The number shown on this form is my correct taxpayer identification (or I am waiting for a number to issues to me).
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a U. S. resident alien).

Certification Instruction:
You must cross out item 2 above if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, number 2 above does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contribution to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Print Name: _____ Title: _____ Phone: _____

Signature: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

PO Fax No: _____ PO Email: _____

Remit
Address: City: State: Zip:

Instructions for U.S. Tax Persons
As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you maybe subjects to $50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you. *If you have any question, please call us at* (206) 631-3057

Are you a U.S. Person? The IRS defines a U.S. Person as:
- A U.S. Citizen:
- An entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or District of Columbia
- A U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test". For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at *www.irs.gov*.)

If your answer is NO, please do not complete this form and contact us at (206) 631-3057.
If your answer is YES, please complete the form.
Revised 5/17/2023