



**Request for Proposal (RFP):  
Staffing Services for  
Applied Behavior Analysis (ABA) Interventions**

Issue Date: 3/20/2026

RFP# ABA\_0326

Proposals Due: 4/17/2026

SUBMIT PROPOSALS TO:  
***Jana Arentsen***  
***Procurement Coordinator***  
[procurement@wssd.org](mailto:procurement@wssd.org)

**REQUEST FOR PROPOSAL: STAFFING SERVICES FOR  
APPLIED BEHAVIOR ANALYSIS (ABA) INTERVENTIONS**

**PART I: GENERAL INFORMATION**

The Wallingford-Swarthmore School District (“School District”) is a public school district located in Delaware County, Pennsylvania, serving approximately 3,700 students across three (3) elementary schools, one (1) middle school, and one (1) high school.

**A. PURPOSE OF REQUEST FOR PROPOSAL**

The School District is soliciting responses to this Request for Proposal (“RFP”) from experienced and capable organizations wishing to provide qualified agencies to provide Board Certified Behavior Analysts (BCBAs) and ABA-trained paraprofessionals—Registered Behavior Technicians (RBTs), and Personal Care Assistants (PCAs) with ABA training—to support students requiring intensive behavioral, social-emotional, and skill-based interventions. The goal of district leadership is to partner with a professional organization with a proven track record of supporting the implementation and delivery of these services (the “Vendor”). Services will align with Least Restrictive Environment (LRE) and Free and Appropriate Public Education (FAPE) requirements, support the District’s PBIS framework, and complement WSSD’s internal capacity-building efforts.

The RFP is designed to provide interested parties with sufficient basic information to submit proposals (“Proposals”) meeting minimum requirements but is not intended to limit a Proposal’s content or exclude any relevant or essential information. Respondents are at liberty and are encouraged to expand upon the specifications to provide further evidence of service capability under any proposed agreement. The School District intends to select an entity or entities that demonstrate the highest level of knowledge, competency, qualification and experience in behavioral health staffing.

The School District will evaluate timely submitted Proposals and, if it determines that it is in the School District’s best interest, award a contract to the Proposer whose Proposal is most advantageous to the School District, in the School District’s sole discretion. The School District reserves the right, in its sole discretion, to select or negotiate terms with one or more responding firms, to reject any and all Proposals, to amend this RFP, and/or to waive any non-material variations or irregularities with the stated RFP conditions found in the Proposals.

**B. TIMELINE AND SELECTION**

All times noted in the RFP are local times of the School District.

**RFP Due Date:** Friday, April 17, 2026 at 12p.m. local time.

**Anticipated School District Selection: May 2026**

**Review of Proposal:** The School District, at its sole discretion, may request a meeting and/or presentation to discuss a Proposal. The meeting may be held in person or remote.

**C. RFP QUESTIONS**

Any questions regarding the RFP shall be submitted by email to Ian Sandburg, Director of Student Services, Megan McCullough, Director of Student Services, and Jana Arentsen, Procurement Coordinator, at [procurement@wssd.org](mailto:procurement@wssd.org). The email must identify the person’s name, contact information and entity and have the subject line: **QUESTION: STAFFING SERVICES FOR ABA INTERVENTIONS**

Proposers may not rely on oral responses to inquiries and shall only rely on written responses issued by email from Dr. Sandberg, Dr. McCullough, and/or Mrs. Arentsen. Responses to questions and any addenda to the RFP will be posted on the School District’s website, <https://www.wssd.org/procurement>. It is each Proposer’s responsibility to check the website periodically to obtain such responses and any amendments to the RFP.

**D. NO SCHOOL DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE**

The School District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this RFP or participating in the RFP process. If, for any reason whatsoever, the District rejects a Proposer’s Proposal, the Proposer agrees that it will not seek to recover profits on services not performed, to recover the costs for preparing the Proposal, or assert a claim for unjust enrichment.

**II. GUIDELINES FOR SUBMITTING A PROPOSAL**

**A. REQUIRED INFORMATION**

Responses shall include a qualifications Proposal as described below. The School District intends to review and evaluate the merits of the Proposal based on an evaluation criterion which will review experience and pricing metrics as determined by the School District.

The Proposal shall consist of an attachment or link to a searchable PDF document with the Proposer’s name and date on the cover page. Submit a complete response to the RFP using the format outlined in Part IV of the RFP.

Proposals shall be emailed to Jana Arentsen, Procurement Coordinator, at [procurement@wssd.org](mailto:procurement@wssd.org) with the subject line “[NAME OF PROPOSER FIRM]: RESPONSE TO RFP FOR STAFFING SERVICES FOR ABA INTERVENTIONS.” Proposals must be received by April 17, 2026, at 12 P.M. local time. *Faxed responses and late proposals will not be considered.*

**B. SCOPE OF SERVICES**

The following list of requirements, while not exhaustive, is intended to provide interested parties with sufficient basic information to submit Proposals meeting minimum requirements but is not intended to limit a Proposal's content or exclude any relevant or essential information.

The successful Proposer shall have the ability to provide the following (see following page):

| <b>Scope of Services</b>                     |   |
|--|---|
| <b>Background &amp; Strategic Objectives</b> | <p>Wallingford-Swarthmore School District’s Office of Student Services/Special Education currently uses contracted ABA-trained staff in order to implement individualized education programs (IEPs) for students with disabilities engaging in maladaptive behaviors and who require intensive plans designed around the science of behavior. Providers will serve as individual supports for students as well as in programs. Consultative support within the framework of multi-tiered systems of support (MTSS) will also be provided to the District.</p>   |
| <b>BCBA Services</b>                         | <ul style="list-style-type: none"> <li>• Conduct Functional Behavior Assessments (FBAs) and develop/update Positive Behavior Support Plans (PBSPs), particularly for those students with the highest levels of behavioral need</li> <li>• Direct supervision of PCAs</li> </ul> <p>Provide supervision to RBTs in compliance with BACB standards, maintaining supervision logs</p> <ul style="list-style-type: none"> <li>• Train and consult with teachers, IS staff, and administrators in ABA, data collection, de-escalation, and crisis prevention aligned with District policies</li> <li>• Participate in IEP/MTSS meetings; generate reports and progress summaries</li> <li>• Collaborate with school-based teams; communicate with families as appropriate</li> </ul> <p><b>Minimum BCBA Supervision Standards:</b></p> <ul style="list-style-type: none"> <li>• Frequency of direct observation (e.g., weekly or bi-weekly per student need)</li> <li>• Supervision logs, coaching notes, and fidelity checks documented</li> <li>• Structured collaboration cadence with building teams and Student Services</li> <li>• Current certification in an evidence-based physical restraint program</li> <li>• Seek and complete third-party funding related to eligible reimbursement sources (e.g. ACCESS Billing) where possible.</li> <li>• Use District-referral system in order to open and maintain cases, notes, and documents</li> </ul> |

|   |  |
|---|--|
| <p><b>RBTs / PCAs with ABA Training</b></p> | <ul style="list-style-type: none"> <li>• Implement PBSPs/ABA programs designed by BCBAs</li> <li>• Collect and report accurate behavior and skill-acquisition data daily</li> <li>• Use de-escalation and District-approved physical restraint procedures</li> <li>• Support students in general and special education settings (1:1 and small group)</li> <li>• Participate in ongoing training, coaching, and performance reviews. complete third-party funding related to eligible reimbursement sources (e.g. ACCESS Billing) where possible as Directed by BCBAs and/or special education teachers</li> </ul> <p><b>Required Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Experience with students requiring intensive behavioral supports.</li> <li>• ABA training (40-hour RBT-aligned training preferred) and competency validation</li> </ul> <p>Current certification in an evidence-based physical restraint program.</p> <ul style="list-style-type: none"> <li>• Current Pennsylvania clearances</li> </ul> |
| <p><b>Reliability &amp; Coverage</b></p>    | <ul style="list-style-type: none"> <li>• Absence coverage</li> <li>• Ongoing Performance evaluation of staff ranging from intensive feedback to replacement of underperforming staff and/or replacement of staff at the District Administration’s request</li> <li>• Maintain ≥90% staffing fulfillment rate across assignments</li> </ul>   |
| <p><b>Supervisory Framework</b></p>         | <ul style="list-style-type: none"> <li>• Roles across district personnel, BCBAs, contracted providers, and PCAs</li> <li>• Communication protocols and documentation standards using district-approved referral and note system</li> <li>• Quality assurance measures include fidelity checks, observation cycles, and escalation processes</li> </ul> <p><b>BCBA Oversight</b></p> <ul style="list-style-type: none"> <li>• BCBAs will provide direct supervision to PCAs supporting ABA intervention plans</li> <li>• Responsibilities include training, observations, coaching, and documentation of all supervision activities</li> <li>• Regular communication will be maintained between BCBAs and PCAs</li> </ul> <p><b>Weekly Supervision for BCBAs</b></p> <ul style="list-style-type: none"> <li>• BCBAs will meet weekly with the Director and their supervisors to review caseload progress, address challenges, ensure compliance, and align on priorities</li> </ul>   |

|  |  |
|--|--|
| <p><b>Required Compliance, Clearances &amp; Training</b></p> | <p><b>All contractors require the following:</b></p> <ul style="list-style-type: none"> <li>• IDEA, FERPA, Pennsylvania Chapter 14, and knowledge of District restraint/seclusion policies</li> <li>• Current Pennsylvania background checks for all assigned staff: Act 34, Act 151, FBI Fingerprinting (Act 114), Act 24/PDE-6004, Act 126 Mandated Reporter training</li> <li>• Training in de-escalation and District-approved physical restraint (e.g., CPI/Safety-Care) prior to assignment</li> <li>• Adherence to BACB Ethical Compliance Code for BCBAs/RBTs</li> </ul> |
| <p><b>Deliverables &amp; Reporting</b></p>                   | <ul style="list-style-type: none"> <li>• <b>Monthly:</b> hours by staff and site; student progress snapshots; supervision logs</li> <li>• <b>Within 24 hours:</b> incident reporting per District policy</li> <li>• <b>Quarterly:</b> satisfaction surveys (families, teachers, administrators) and turnover data</li> <li>• <b>Annual:</b> outcomes summary and improvement plan</li> </ul>   |
| <p><b>Timeline</b></p>                                       | <p>Please include a comprehensive start up schedule which outlines your plan to be mobilized for the beginning of the 2026-2027 SY on Jul 1, 2026. Please include implementation plan specifically with timeframes and milestones.</p>   |

**C. EVALUATION OF PROPOSALS**

It is the intent of the School District to select the most qualified firm/consultants that meets the needs of the School District. All responsive Proposals will be ranked on the this criteria.

|   |
|---|
| <b>Evaluation Criteria</b>  |
| <b>Staffing &amp; Supervision Model:</b> BCBA supervision capacity, caseloads, ratios, coaching fidelity, clinician development; adherence to Supervisory Framework |
| <b>Technical Approach &amp; Understanding of WSSD Context:</b> Alignment to LRE/FAPE, PBIS, internal capacity-building; implementation & transition plan            |
| <b>Cost Proposal – Base Rates:</b> Competitive, transparent, sustainable pricing; minimal add-ons   |
| <b>Implementation Timeline &amp; Coverage Plan:</b> Realistic time-to-start; contingency plans  |
| <b>Past Performance &amp; References:</b> Results with comparable districts; stability, satisfaction, outcomes  |
| <b>Cost Proposal –Tiered Pricing:</b> Meaningful discounts across tiers; clarity of triggers and compliance with caps   |
| <b>Candidate Quality &amp; Qualifications:</b> Credentialing rigor; ABA, de-escalation, restraint training; experience with similar districts                       |
| <b>DEI &amp; Workforce Stability:</b> Equitable hiring practices, Recruitment/retention, pipeline development, equity commitments                                   |

**PART II: SUBMISSION OF PROPOSAL**

**Tab I: Executive Summary & Work Plan**

Explain your experience in providing staffing support to a school system, including experience with prior projects with similar scope of services.

Respond in detail to each item outlined in the **Scope of Services** (recruitment, onboarding, supervision, QA, training).

**Tab II: Technical**

Executive Summary and understanding of WSSD context.

- Detailed Work Plan: recruitment, onboarding, supervision, QA, training, data practices.
- Organizational chart; résumés of key staff and proposed BCBAs.
- Staffing ratios/caseload caps; coverage and replacement plan.
- Sample training curriculum (ABA, PBSPs, de-escalation, restraint).
- Sample forms: supervision log, fidelity checklist, progress report.
- Data privacy/security plan (FERPA compliance, breach response).
- Three references from comparable school districts.

**Tab III: Administrative**

Signed Proposal Form (Appendix A).

- W-9 and Certificate of Insurance (Part III, Section C).
- Non-Collusion Affidavit (Appendix D).
- Debarment/Suspension Certification (Appendix E).
- Clearance & Training Attestation (Appendix G).
- Acknowledgement of Addenda (if any).

**Tab IV: Cost**

Please submit completed Appendix C – Cost Proposal Form, any additional supervision, training, or administrative fees, and a clear explanation of cost-savings opportunities.

**PART III: WRITTEN AGREEMENT**

**A. CONTRACT PERIOD**

The School District intends to award a contract to the successful Proposer (the “Vendor”) for an initial term of two (2) years. The proposal for each year should be submitted based on the scope of work proposed for that year. The School District’s intent is for the initial term to begin on July 1, 2026, and expire on June 30, 2028.

**B. FORM OF AGREEMENT**

The form of written agreement the School District intends to enter with the Vendor will be an agreement which is subject to final solicitor review and approval. This RFP and the Vendor’s Proposal shall be incorporated by reference into the final written agreement, so each Proposer shall clearly indicate any RFP terms that it takes exception to in its Proposal. In addition to indicating in the Proposal any exceptions taken to the RFP terms, Proposers are encouraged, but not required, to provide a draft contract for review. A duly authorized officer or agent of the Proposer shall sign the Proposal.

**C. INSURANCE REQUIREMENTS AND LIMITS AND INDEMNIFICATION**

All insurance policies required hereunder shall be primary and non-contributory with regard to the School District's shall be maintained in full force and effect for the term of the agreement. Each policy shall contain the provision that the Vendor shall provide thirty (30) days prior written notice given to the School District in the event of cancellation, non-renewal, or material change to the insurance coverages. A certificate of insurance evidencing all insurance coverages as outlined below shall be provided to the School District for review upon request, and at least seven (7) working days prior to the execution of the agreement and at any time thereafter upon the School District's written request.

The insurance companies indicated as the carriers on the insurance certificates, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have an AM Best rating no less than "A," and the carriers shall be acceptable to the School District. The Receiver, School District, School Board, Chief Recovery Officer, officers, employees, volunteers, and agents shall be named as additional insureds, ATIMA, with respect to all coverages, except Workers' Compensation and professional liability/malpractice insurance. The Vendor’s liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the School District, that no act or omission of the School District will invalidate the coverage, and that the insurance company waives subrogation against the School District, and any of the School District's officers, employees and agents.

The Vendor shall provide the School District with evidence of such coverages and endorsements on or prior to the commencement of this Agreement. The Vendor shall acquire and maintain throughout the term of the agreement the greater of (a) its current policies or (b) the following minimum levels of insurance:

General Liability:

|  |             |
|--|-------------|
| Bodily Injury and Property Damage<br>including Products and Completed Operations |             |
| Each Occurrence  | \$1,000,000 |
| Personal and Advertising Injury – Each Occurrence                                | \$1,000,000 |
| Products and Completed Operations Aggregate                                      | \$2,000,000 |
| General Aggregate  | \$2,000,000 |
| Damage to Rented Premises  | \$50,000    |
| Medical Payments   | \$10,000    |

Sexual Abuse & Molestation

Sexual Abuse & Molestation coverage covering claims arising from actual or alleged acts of sexual abuse, molestation, harassment, mental & emotional abuse, and misconduct, with limits not less than:

|                 |             |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate       | \$1,000,000 |

Coverage must apply to all employees, volunteers, subcontractors, and any other individuals acting on behalf of the insured

Any deductible under this coverage shall be no more than \$10,000 without School District approval and shall be the sole responsibility of the Vendor.

Commercial Crime:

Vendor agrees to secure and maintain blanket Commercial Crime coverage with an endorsement for third party coverage in favor of Wallingford Swarthmore School District in the amount of \$1,500,000. Policy must cover dishonest acts including loss due to theft of client money, securities and property, forgery and alteration of documents and fraudulent transfer of money, securities and property. A full copy of the policy and endorsement are to be furnished with Wallingford Swarthmore School District to be named as an additional insured unto the policy and endorsement.

The insurance requirements are not intended and shall not be construed to modify, limit, or reduce the indemnification obligations set forth below or limit the Vendor’s liability to the limits of the policies of insurance required to be maintained hereunder.

The Proposer shall indemnify and hold harmless the Chief Recovery Officer, the Receiver, the Board, the School District, and its and their officers and employees from and against all claims and liabilities incurred in or arising out of the Proposer’s performance of the contract.

Professional Liability Insurance (Errors & Omissions)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

**D. TERMINATION**

The School District may terminate the contract within fifteen (15) days' written notice to the Vendor of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, the School District shall only be responsible for payment of services actually and satisfactorily performed. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

The Vendor may terminate the contract with thirty (30) days' written notice to the School District. The contract can only be terminated for failure to perform. The notice shall provide the School District with a detailed description of the alleged failure to perform and provide the School District with the opportunity to cure. If the School District has failed to cure the alleged failure within thirty (30) days, the Vendor shall confirm the termination in writing to the School District. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

**E. ASSIGNMENT**

The Vendor shall not be permitted to assign the agreement without the advanced, written, express consent of the School District.

**F. SUBCONTRACTING AND SUB CONSULTING**

The Vendor shall not be permitted to enter into a subcontract or sub consulting agreement for any of its contractual duties without the advanced, written, express consent of the School District.

**G. WAIVER OF CONSEQUENTIAL DAMAGES**

The Vendor shall waive any claim against the School District for lost profits, lost expected profits, consequential damages, indirect damages, incidental damages, and/or punitive damages arising out of or relating to the contract or termination thereof.

**H. CLEARANCES, CERTIFICATIONS, AND LICENSURE**

At no cost to the School District, the Vendor shall provide the School District with the following valid clearances and certifications for each Vendor employee or permitted subcontractor prior to performing any services for the School District:

- A Child Abuse History Clearance (Act 151);
- Federal Criminal History Records (Act 114);
- Pennsylvania Background Checks (Act 34);

Tuberculin testing (28 PA Code 23.44);  
Employment History Review (Act 168); and  
Mandatory reporter training certification (Act 126).

The Vendor shall provide current state and federal licenses and certifications, as applicable, for each employee or subcontractor performing services pursuant to an agreement with the School District. The licensure and/or certifications shall align with the types of services to be provided by the individual employee or subcontractor. As a provider of contracted services, the Vendor shall notify the School District any time that any of its agents or employees who are performing work on behalf of the School District are either arrested or charged with a criminal offense as required by law and Board Policy 818. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.

#### **I. MODIFICATION AND WITHDRAWAL**

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided that the Proposer makes a request to withdraw in writing and the request is received prior to the time of the RFP Due Date. Negligence by the Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the Proposal has been opened. No claims on account of mistakes or omissions in any Proposal will be considered. A Proposal is deemed a firm offer and each Proposer agrees that its Proposal shall not be withdrawn within sixty (60) days from the Proposal Opening.

#### **J. COLLUSIVE PROPOSALS**

By submitting a Proposal, Proposer certifies that it has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or cause to be rigged, altered, or otherwise manipulated, its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the School District. By submitting its Proposal, Proposer certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or related entity in connection with its Proposal.

#### **K. CONFIDENTIALITY OF PROPOSALS**

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. Each Proposal, including detailed price and cost information, will be held in confidence while the District is evaluating the Proposal. After the District and the successful Proposer(s) have executed a contract, all Proposals will become public records.

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer submits a written request to the District, and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons

for requesting the confidentiality of each such material. Blanket statements that the entire Proposal is confidential shall be unacceptable.

When submitted to the District, the Proposal shall become the exclusive property of the District and will not be returned to the Proposer.

#### **L. VENDOR RESPONSIBILITIES**

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a Proposal. Submission of a Proposal shall be proof that such examinations have been made and that each Vendor has completed his/her own investigation and has become thoroughly familiar with the requirements.

District will not be responsible for nor honor any claims resulting from or alleged to be the result of misunderstanding by the Vendor. Vendors will be required to assume responsibility for packaged service offered in the Proposal.

Vendor(s) are strictly prohibited from assigning or subcontracting any rights, responsibilities, or duties under the Agreement without the express written approval of the District.

It is the Vendor's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements.

#### **M. RESERVATION OF RIGHTS**

This is a request for professional services, and not a competitive bid. The District is not required to conduct its request for professional services in accordance with competitive bidding laws.

The District reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

To reject all Proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.

To reject any Proposal if, in the District's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, or it is otherwise in the best interest of the District to reject the Proposal.

To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract.

To accept or reject any or all of the items in any Proposal and award a contract for the whole or only a part of any Proposal if the District determines, in its sole discretion, that it is in the District's best interest to do so.

- To reject the Proposal of any Proposer that, in the District’s sole judgment, has been delinquent or unfaithful in the performance of any contract with the District, is financially or technically incapable, or is otherwise not responsible.
- To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the District’s sole judgment, material to the Proposal.
- To permit or reject, at the District’s sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to a Proposal by one or more of the Proposers following Proposal submission.
- To request that any Proposer modify its Proposal, including, but not limited to, modifying the pricing or providing additional information.
- To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
- To require that the Proposer appear for interviews and/or presentations of its Proposal at District offices.
- To inspect projects similar in type and scope to the work sought in this RFP.
- To conduct such investigations as the District considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

**N. HOLD HARMLESS**

The Vendor shall indemnify, defend, and hold harmless the District, its officers, school directors, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever (including, but not limited to, reasonable attorney’s fees) arising from the negligence, gross negligence, and/or willful misconduct of Vendor, including its officers, directors, employees, representatives, assigns and agents. Vendor waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this RFP, the Agreement, or the termination thereof.

**O. ADDITIONAL LEGAL REQUIREMENTS**

1. Debarment And Suspension. A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to “Debarment and Suspension”. Proposer represents that it has not been and is not currently listed on the government-wide exclusions, nor has it been debarred or suspended from participating in any state or local public contracts. Proposer further agrees to immediately notify the School District if Proposer is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. Byrd Anti-Lobbying Amendment. Proposers who apply for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), permitting the use of federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, any

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or other award.

3. Equal Employment Opportunity. It shall be mandatory that the Vendor will not discriminate against any person upon any grounds prohibited by federal or state law.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

The Vendor will furnish all information and reports required by law and will permit access to its books, records, and accounts by the School District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

4. Small And Minority Business, Women's Business Enterprises, And Labor Surplus Area Firms. The Vendor shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

5. Adherence To Applicable Laws. Proposers shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this RFP shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of a Proposer's obligations under applicable laws. The failure to specifically reference or include said matters in this RFP or a contract awarded to a successful Proposer does not excuse a Proposer from compliance with the same.

6. Domestic Preferences. To the extent applicable, Vendor will demonstrate a preference for using U.S.-made products in alignment with federal guidelines.

**APPENDIX A – PROPOSAL FORM**

PROPOSER NAME: \_\_\_\_\_

FEIN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRIMARY CONTACT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

By signing below, Proposer acknowledges receipt of this RFP, agrees to all terms and conditions, and certifies that the information provided is true and correct.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Addenda Acknowledged (list #s): \_\_\_\_\_

## **APPENDIX B – TECHNICAL PROPOSAL CHECKLIST**

- Executive Summary
  
- Work Plan (recruitment, onboarding, supervision, QA, training)
  
- Organizational Chart & Key Resumes (BCBAs)
  
- Staffing Ratios & Coverage Plan
  
- Sample Supervision Log & Fidelity Tool
  
- Sample Training Syllabus (ABA, PBSPs, de-escalation/restraint)
  
- Data Security/FERPA Plan
  
- Three Comparable References
  
- Insurance Certificates (sample)
  
- Required Forms (Appendices A, D, E)

## APPENDIX C – COST PROPOSAL FORM

Complete the provided chart entering hourly rates for each role across all tiers. Ensure rates are fully loaded, reflect any supervision differentials, and comply with invoicing and cancellation rules.

### Appendix C – Cost Proposal (Tiered Pricing)

| Role  | Tier 1 (1–10 contractors) | Tier 2 (11–50 contractors) | Tier 3 (51+ contractors) | Notes/Assumptions | Fully Loaded? (Y/N) |
|---|---------------------------|----------------------------|--------------------------|-------------------|---------------------|
| BCBA – On-site (school-day hours)                   |                           |                            |                          |                   |                     |
| BCBA – IEP meetings/reports (outside school day)    |                           |                            |                          |                   |                     |
| CA / RBT / PCA with ABA training – On-site          |                           |                            |                          |                   |                     |
| Supervision premium (if not included in role rates) |                           |                            |                          |                   |                     |
| Training/onboarding (if billable)                   |                           |                            |                          |                   |                     |
| Holiday/Overtime rate (define triggers)             |                           |                            |                          |                   |                     |

## APPENDIX D – NON-COLLUSION AFFIDAVIT

### **Instructions for non-collusion affidavit**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.
4. In the case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposing process and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Proposal.

**NON-COLLUSION AFFIDAVIT**

State/Commonwealth of \_\_\_\_\_ : Contract/RFP **ABA\_0326**

County of \_\_\_\_\_ : I state that I am \_\_\_\_\_  
(Title)

of \_\_\_\_\_ and that I am authorized to make this affidavit on  
(Name of Firm)  
behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal. I state that:

The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.

Neither the price(s) nor the amount of this Proposal , and neither the approximate price(s) nor approximate amount of this Proposal , have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.

No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Proposal higher than this Proposal , or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal .

The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

\_\_\_\_\_, its affiliates, subsidiaries, officers,  
(Name of firm)

directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows: \_\_\_\_\_.

I state that \_\_\_\_\_ understands and acknowledges that the  
(Name of my firm)

above representations are material and important and will be relied on by the Wallingford-Swarthmore School District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Wallingford-Swarthmore School District of the true facts relating to the submission of Proposals for this contract.

\_\_\_\_\_  
(Name & Title)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_

Notary Public  
My Commission Expires

**APPENDIX E – DEBARMENT & SUSPENSION CERTIFICATION**

The Proposer certifies that it is not debarred, suspended, or otherwise excluded from participation in public procurement.

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(Signature)

(Date)

## **APPENDIX F – SAMPLE KPIs & SERVICE-LEVEL EXPECTATIONS**

- Fill Rate (open positions staffed):  $\geq 90\%$  monthly
- Time-to-Fill (from request):  $\leq 10$  business days (median)
- Absence Coverage: within 24–48 hours
- Supervision Compliance: 100% logs on file;  $\geq 95\%$  on-time
- Fidelity Checks:  $\geq 1$ /month per assignment
- Stakeholder Satisfaction:  $\geq 4.0/5.0$  average, upward trend
- Corrective Actions: closure within 15 business days

**APPENDIX G – CLEARANCE & TRAINING ATTESTATION**

Vendor attests that all personnel assigned to WSSD will maintain current clearances listed below and provide to the district:

- PA Act 34, Act 151, FBI Fingerprinting (Act 114)
- Act 24/PDE-6004 Arrest/Conviction Report
- Act 126 Mandated Reporter training
- Act 168 Sexual Misconduct/Abuse Disclosure Release form
- De-escalation and District-approved physical restraint training (e.g., CPI/Safety-Care)
- BACB credentials (BCBA/RBT) as applicable

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(Signature) (Date)