# Request for Proposal
# Contracted BCBA Services (IDEA-B Grant Funds)

Nov 20, 2026

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## I. Introduction and Purpose

Addison Central School District ("ACSD" or "the District") seeks proposals from qualified providers for in-person Board Certified Behavior Analyst (BCBA) services for students with disabilities in its specialized programs in Middlebury, Vermont.

ACSD serves students in Middlebury, Bridport, Cornwall, Ripton, Salisbury, Shoreham and Weybridge. The services will be paid in whole or in part with federal funds under the Individuals with Disabilities Education Act, Part B (IDEA-B), Assistance Listing 84.027A. This procurement follows the Uniform Guidance at 2 CFR Part 200, the U.S. Department of Education's rules at 2 CFR Part 3474, and District policy.

The District intends to award one contract. It reserves the right to award to more than one provider, or to make no award, if that best serves students.

**RFP contact (sole point of contact):**

Matthew Corrente, Director of Finance and Operations, Addison Central School District, 49 Charles Avenue, Middlebury, VT 05753, mcorrente@acsdvt.org.

Proposers may not contact Board members, evaluators or other District staff about this RFP from release until award. Contact outside this channel may result in disqualification.

## II. Scope of Services

The Contractor will provide a maximum of 65 hours per week of on-site BCBA services during the school year, delivered in person at the program sites below. Remote work is limited to report writing and data review and should not exceed 10% of billed hours without written approval.

| Program | Site | Grades |
|---|---|---|
| Autism Learning Center | Mary Hogan School | K–5 |
| Deer's Leap | Mary Hogan School | K–5 |
| Thundering Brook | Middlebury Union Middle School | 6–8 |
| Raven Ridge | Middlebury Union High School | 9–12 |
| Kaleidoscope | 208 Charles Avenue | 6–12 |

The District may add or remove sites by written notice, within the contract's not-to-exceed amount.

### II.A Required services

1. **Functional behavior assessments (FBAs)** on referral by the Assistant Superintendent of Student Services or designee, with a written report within 15 school days of consent.
2. **Behavior intervention plans (BIPs)** written from FBA data, reviewed with the IEP team, and revised at least quarterly or when data show the plan is not working.
3. **IEP team participation**, in person or remote, including drafting behavior goals and present levels when requested.
4. **Direct observation and modeling** in classrooms to help staff carry out BIPs with fidelity.

5. **Supervision and coaching** of District paraeducators and behavior interventionists who carry out plans, consistent with 26 V.S.A. § 4904(3). The Contractor retains professional responsibility for the plans it writes.
6. **Data systems:** set up and maintain data collection for each student served, with graphed progress shared with case managers at least monthly.
7. **Crisis and safety planning** that complies with Vermont State Board of Education Rule 4500 on restraint and seclusion.

### II.B Documentation for Medicaid and audit

The Contractor will keep service records that support ACSD's school-based Medicaid claiming and its federal audit file. Each record must show the student, date, start and end time, location, service type, the IEP or plan of care it relates to, and the provider's signature and credential. The Contractor will follow documentation and time-study procedures set by the District's Medicaid coordinator under Vermont's current school-based services rules, and will supply provider credentials needed for enrollment. Records must be submitted with each monthly invoice.

### II.C Reporting

- Monthly activity log by student and program, attached to the invoice
- Mid-year and year-end summary of students served, assessments completed and outcomes
- Notice to the Assistant Superintendent of Student Services within one school day of any safety concern

## III. Minimum Qualifications

Proposals that do not meet every item below will not be considered.

A. Current certification as a BCBA or BCBA-D from the Behavior Analyst Certification Board.
B. Current Vermont license as an applied behavior analyst from the Office of Professional Regulation (26 V.S.A. chapter 95), or proof of a complete application with licensure before services start. Any assistant behavior analyst must hold a Vermont assistant license and be supervised as § 4929 requires.
C. At least 2 years of experience serving school-age students with autism or significant behavior needs, preferably in a public school.
D. Completion of a fingerprint-supported criminal record check and abuse registry checks under 16 V.S.A. § 255 before any contact with students, at the Contractor's cost.
E. The firm is not suspended, debarred or excluded from federal awards (checked in SAM.gov) and has an active Unique Entity ID if it is an organization.
F. Insurance, with ACSD named as additional insured: professional liability of $1,000,000 per claim and $3,000,000 aggregate; general liability of $1,000,000 per occurrence and $2,000,000 aggregate; abuse and molestation coverage; auto liability; and Vermont workers' compensation as required by law.
G. Registered to do business in Vermont before contract signing.

## IV. Proposal Contents and Submission

Proposals must follow the order below, with tabs matching each heading. Narrative sections should not exceed 5 pages, excluding resumes, licenses and forms.

1. **Cover letter** signed by a person authorized to bind the proposer, with the firm's legal name, address, UEI (if applicable) and contact.
2. **Qualifications:** resumes, BACB certificate numbers and Vermont license numbers for each proposed BCBA and any assistant.
3. **Approach:** how you will deliver Section II, including a sample FBA and BIP with identifying details removed, your data system, and how you coach school staff.
4. **Staffing and continuity:** named staff, weekly on-site schedule, and how you cover absences and turnover without a gap in service.
5. **Medicaid and records:** a sample service note showing the fields in Section II.B.
6. **References:** three public school or agency clients served in the last three years (Attachment C).
7. **Price proposal**, sealed separately (Attachment A).
8. **Required forms:** Attachments B and D, signed.

**Submission:** one PDF by email to the RFP contact, with the price proposal as a separate PDF, by the due date in Section VI. Late proposals will not be opened. The District is not liable for any cost of preparing a proposal.

**Questions** must be in writing to the RFP contact by the date in Section VI. All answers will be posted as an addendum to every proposer who received the RFP.

**Public records:** proposals become public records under 1 V.S.A. § 315 et seq. after award. Mark any trade secret pages and explain the basis; the District will apply the law's exemptions as it determines.

## V. Evaluation and Award

The contract goes to the responsible proposer whose proposal is most advantageous to the District, with price and other factors considered (2 CFR 200.320(b)(2)). A committee of at least three District staff, each signing a conflict-of-interest statement, will score proposals using the points below.

| Criterion | Points |
|---|---|
| Qualifications and school experience of named staff | 30 |
| Approach to assessment, plans, data and staff coaching | 25 |
| Price (cost per hour and total annual cost) | 20 |
| Staffing capacity, on-site schedule and continuity plan | 15 |
| References | 10 |
| **Total** | **100** |

**Price scoring:** the lowest responsive blended hourly rate earns 20 points. Others earn 20 × (lowest rate ÷ their rate).

**Process:** price proposals are opened only after technical scoring is complete. The District may interview the top proposers and adjust scores based on the interview. It may negotiate with the top-ranked proposer, and if no agreement is reached, with the next.

**Cost or price analysis:** the District will compare proposed rates with its own cost estimate and market rates before award, as 2 CFR 200.324 requires.

**Small, minority and women-owned businesses** are encouraged to apply. The District will take the affirmative steps in 2 CFR 200.321, including sending this RFP to such firms where known.

**Protests** must be filed in writing with the Superintendent by 12:00 p.m. Eastern on the first business day after the notice of intent to award. The Superintendent's decision is final at the District level.

## VI. Calendar of Events

The District may change these dates by addendum. Proposals are due at 2:00 p.m. Eastern.

| Event | Date |
|---|---|
| RFP released and advertised | Nov 23, 2026 |
| Written questions due | Dec 1, 2026 |
| Answers posted by addendum | Dec 4, 2026 |
| Proposals due | Dec 15, 2026 |
| Interviews (if necessary) | Dec 17, 2026 |
| Notice of intent to award | Dec 18, 2026 |
| Board approval (if required) | Dec 21, 2026 |
| Services begin | Jan 4, 2027 |
| Initial term ends | Jun 30, 2027 |

### VI.A Renewal

The contract may be renewed for up to two more one-year terms (July 1 to June 30: FY28 and FY29), subject to satisfactory performance, IDEA-B funding and Board appropriation. Summer ESY falls in the first renewal term. Renewals follow the limits in 16 V.S.A. § 559(e)(7).

## VII. Federal Requirements and Required Contract Provisions

Because this contract is paid with IDEA-B funds, the provisions below (2 CFR 200.327 and Appendix II to Part 200) will be part of the contract. Proposers accept them by submitting.

| Provision | Authority | Applies because |
|---|---|---|
| Remedies for breach, sanctions and penalties | App. II(A) | Contract may exceed $350,000 over its life |
| Termination for cause and for convenience, with the settlement basis | App. II(B) | Over $10,000 |
| Clean Air Act and Federal Water Pollution Control Act compliance | App. II(G) | Over $150,000 |
| Suspension and debarment; no excluded parties | App. II(H); 2 CFR 180, 3485 | Covered transaction of $25,000 or more |
| Byrd Anti-Lobbying certification and disclosure | App. II(I); 31 U.S.C. 1352 | Over $100,000 |
| Procurement of recovered materials | App. II(J); 2 CFR 200.323 | Any supplies bought under the contract |
| No covered telecommunications or video surveillance equipment | App. II(K); 2 CFR 200.216 | All contracts |
| Domestic preference for U.S. goods and materials | App. II(L); 2 CFR 200.322 | All contracts, to the extent consistent with law |
| Access to records by ACSD, the Vermont Agency of Education, the U.S. Department of Education and the Comptroller General | 2 CFR 200.337 | All contracts |
| Record retention for 3 years after ACSD's final expenditure report, longer if under audit | 2 CFR 200.334 | All contracts |

Not applicable to professional services and left out: Equal Employment Opportunity (construction only), Davis-Bacon, Contract Work Hours and Safety Standards (laborers and mechanics), and rights to inventions.

**Fair competition:** no firm that helped draft this RFP's specifications may submit a proposal (2 CFR 200.319). No District employee, officer or agent with a real or apparent conflict of interest may take part in selection or administration (2 CFR 200.318(c)).

**Contract type and ceiling:** this is a labor-hour contract at fixed hourly rates, with a not-to-exceed amount of $200,000 for the initial term. The not-to-exceed amount for each renewal term will be set in the renewal and will not exceed the amount budgeted for these services in the District's approved IDEA-B grant budget for that fiscal year. The District has determined that no other contract type fits, because the number of referrals and assessments cannot be known in advance (2 CFR 200.318(j)). The Contractor bears the risk of any cost above the not-to-exceed amount.

**Grant compliance:** the Contractor will support the District's use of IDEA-B funds only for the excess costs of special education, will provide records needed for the District's Single Audit, and will not bill the same hour to more than one funding source.

## VIII. General Terms

- **Confidentiality:** the Contractor acts as a school official with a legitimate educational interest under FERPA (34 CFR 99.31(a)(1)(i)(B)). It will protect student records as FERPA and IDEA (34 CFR 300.610–300.626) require, use them only for this contract, and return or destroy them at contract end with written certification.
- **Mandated reporting:** Contractor staff will follow District reporting procedures and report suspected abuse or neglect as 33 V.S.A. § 4913 requires.
- **Independent contractor:** Contractor staff are not District employees and receive no District benefits. The Contractor is responsible for its own taxes, licensure and supervision.
- **Invoicing and payment:** monthly invoices, by program and student-level log (Section II.B), payable net 30 after approval. The District pays only for hours delivered and documented. No payment for travel time, mileage or missed sessions the Contractor cancels.
- **Staff changes:** the Contractor may not replace named staff without the District's written approval of an equally qualified substitute.
- **Termination:** either party may end the contract for convenience on 30 days' written notice. The District may end it for cause on 10 days' notice if a breach is not cured, or at once if a safety or licensure issue arises. Payment is due only for services delivered through the end date.
- **Non-appropriation:** the contract ends without penalty if federal or local funds are not available.
- **Indemnification:** the Contractor will hold the District harmless from claims arising from its acts or omissions.
- **Governing law:** Vermont. The contract is the entire agreement and may be changed only in a signed writing.

## Attachments

### Attachment A — Price Proposal (submit as a separate PDF)

| Role | Hourly rate, initial term | Est. hours, initial term | Extended cost |
|---|---|---|---|
| BCBA (on-site) | $ | 1,495 (65 hours × 23 weeks) | $ |
| Licensed assistant behavior analyst (optional, if proposed) | $ | | $ |
| **Total initial term (Jan. 4 – June 30, 2027)** | | | **$** |
| Hourly rate, renewal year 1 (FY28; increase capped per Section VI.A) | $ | | |
| Hourly rate, renewal year 2 (FY29; increase capped per Section VI.A) | $ | | |

Rates are all-inclusive: travel, mileage, materials, assessment protocols, insurance and overhead. Blended rate for scoring = total initial term ÷ total hours.

**Attachment B — Federal Certifications**

1. Suspension and debarment: the proposer and its principals are not debarred, suspended, proposed for debarment or voluntarily excluded from federal transactions.
2. Byrd Anti-Lobbying: no federal funds have been or will be used to lobby for this contract; Standard Form LLL is attached if any non-federal lobbying applies.
3. Telecommunications: the proposer will not provide covered telecommunications equipment or services under 2 CFR 200.216.
4. Conflict of interest: no District officer, employee or Board member has a financial interest in this proposal.

Signed: _____ Title: _____ Date: _____

**Attachment C — References**

| Client organization | Contact name and title | Phone and email | Services provided | Dates |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

## Attachment D — Proposer Information and Acknowledgment

Legal name, UEI (if any), Vermont business registration, insurance certificate, W-9, and acknowledgment of each addendum by number.

# Legal References

Every statute, regulation and rule cited in this RFP, with where it is used. Links go to official sources. Compiled Nov. 19, 2026 using AI tools to prepare Link Table.

## Federal statutes

| Citation | Subject | Cited in |
|---|---|---|
| 20 U.S.C. § 1400 et seq. | Individuals with Disabilities Education Act (IDEA); Part B grants, Assistance Listing 84.027A | I |
| 31 U.S.C. § 1352 | Byrd Anti-Lobbying Amendment | VII; Att. B |
| 42 U.S.C. § 7401 et seq. | Clean Air Act | VII |
| 33 U.S.C. § 1251 et seq. | Federal Water Pollution Control Act | VII |

## Federal regulations

| Citation | Subject | Cited in |
|---|---|---|
| 2 CFR Part 180 | Government-wide suspension and debarment | VII |
| 2 CFR Part 200 | Uniform Guidance for federal awards | Throughout |
| 2 CFR 200.216 | Ban on covered telecommunications and video surveillance equipment | VII; Att. B |
| 2 CFR 200.318 | General procurement standards: (c) conflicts of interest, (i) procurement records, (j) time-and-materials contracts | VII |

| | | |
|---|---|---|
| 2 CFR 200.319 | Full and open competition; drafters may not bid | VII |
| 2 CFR 200.320 | Procurement methods: (b)(2) competitive proposals, (c) noncompetitive | V |
| 2 CFR 200.321 | Affirmative steps for small, minority and women-owned businesses | V |
| 2 CFR 200.322 | Domestic preferences | VII |
| 2 CFR 200.323 | Procurement of recovered materials | VII |
| 2 CFR 200.324 | Contract cost and price analysis | V |
| 2 CFR 200.327 | Required contract provisions | VII |
| 2 CFR 200.334 | Record retention | VII |
| 2 CFR 200.337 | Access to records | VII |
| 2 CFR Part 200, Appendix II | Contract provisions for non-federal entity contracts (items A, B, G–L) | VII |
| 2 CFR Part 3474 | U.S. Department of Education adoption of the Uniform Guidance | I |
| 2 CFR Part 3485 | Department of Education suspension and debarment | VII |
| 34 CFR 99.31(a)(1)(i)(B) | FERPA: contractors as school officials | VIII |
| 34 CFR 300.610–300.626 | IDEA: confidentiality of student information | VIII |

| | | |
|---|---|---|
| 48 CFR 2.101 | Federal Acquisition Regulation definitions: micro-purchase and simplified acquisition thresholds | VII |
| 90 Fed. Reg. 41872 (Aug. 27, 2025) | Threshold increases, effective Oct. 1, 2025 | VII |

## Vermont statutes

| Citation | Subject | Cited in |
|---|---|---|
| 1 V.S.A. § 315 et seq. | Public Records Act | IV |
| 16 V.S.A. § 255 | Criminal record checks for school employees and contractors | III |
| 16 V.S.A. § 559 | Public bids by school boards; amended by 2025 Acts and Resolves No. 164 (Adj. Sess.) § 11, eff. June 18, 2026 | VI.A |
| 26 V.S.A. chapter 95 | Applied behavior analysis licensure: § 4901 (license required), § 4903(a)(6) (employing unlicensed persons), § 4904(3) (school staff exemption), § 4921 (behavior analyst license), § 4922 (assistant license), § 4929 (assistant supervision) | II.A; III |
| 33 V.S.A. § 4913 | Mandated reporting of child abuse and neglect | VIII |

## State rules and guidance

| Citation | Subject | Cited in |
|---|---|---|
| Vermont State Board of Education Rule 4500 | Use of restraint and seclusion in schools | II.A |