



**Dinwiddie County Public Schools**

**Request for Proposal: Therapeutic Day Treatment Services**

Issue Date: July 14, 2023

Title: RFP #24-071423 - Therapeutic Day Treatment Services

Cutoff Date: July 31, 2023 @ 4:00 PM

Issuing Agency: Dinwiddie County Public Schools  
14016 Boydton Plank Rd.  
Dinwiddie, Va. 23841

Using Entity and Location: Dinwiddie County Public Schools

Anticipated Period of Contract: August 21, 2023 – June 30, 2024

Sealed proposal furnishing the services as described herein will be received in the Procurement Office of Dinwiddie County Public Schools, located at 14016 Boydton Plank Road, Dinwiddie, VA. 23841 until 4pm, July 31, 2023. Email proposals are allowed but must be sent to [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org) only or they will not be accepted. Subject line should read RFP #24-071423 - Therapeutic Day Treatment Services.

No proposal shall be accepted after this deadline unless the date was changed by an Addendum.

All inquiries, questions, and requests for information should be directed via email to [baustin@dcpsnet.org](mailto:baustin@dcpsnet.org). The cutoff for questions is Thursday, July 20 at 2:00 pm. An addendum will be issued on Monday, July 24, 2023 to answer any questions that are presented.

In compliance with this Request for Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_ (Signature in Ink)  
 \_\_\_\_\_ Zip Code: \_\_\_\_\_ Name: \_\_\_\_\_  
 eVA Vendor ID or DUNS #: \_\_\_\_\_ (Please Print)  
 Fax Number: ( ) \_\_\_\_\_ Title: \_\_\_\_\_

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## I. Purpose/Background

The intent and purpose of this Request for Proposal (“RFP”), and the resulting contract, is to obtain services from a qualified firm to provide Medicaid-funded therapeutic day treatment services to qualifying students with in Dinwiddie County Public Schools (referred to as “DCPS”) in accordance with the Scope of Services section of the solicitation and in adherence to guidelines established by the Department of Medical Assistance Services (“DMAS”).

Dinwiddie County Public Schools is located in Dinwiddie, Virginia, approximately 40 miles south of Richmond, Virginia. The school district has eight schools - 5 elementary schools, one middle school, one high school and one alternative program. Dinwiddie County Public Schools has an enrollment of approximately 4,100 students.

DCPS is seeking opportunities to best address growing concerns over student mental health in alignment with trends across the U.S., as recent nationwide surveys of youth have shown increases in certain mental health symptoms, including anxiety, depressive symptoms and suicidal ideation. In fact, the Centers for Disease Control (“CDC”) currently estimates that one in five children in the US, either currently or at some point during their life, have had a seriously debilitating mental illness. DCPS recognizes that schools are a natural setting to support student mental health, and that, of school-age children who receive any behavioral and/or mental health services, 70-80% receive them at school.

In partnership with school mental health professionals, the provision of Therapeutic Day Treatment (“TDT”) services will assist students with significant, documented emotional, mental or behavioral health needs to achieve and maintain productive functioning in the educational setting. The objective of these services, along with a well-integrated plan of care, is to maintain student participation in the most appropriate setting within the public school system. This program will serve an undetermined number of students in schools with an identified need, and DCPS will be cooperative with the provisioning of these services.

## II. Statement of Needs/Specifications

The provider should be present during the school day to provide Therapeutic Day Treatment (TDT) to eligible students in the classroom and/or school setting. Per DMAS, *“Therapeutic Day Treatment services are a combination of therapeutic interventions combined with evaluation, medication education and management, opportunities to learn and use daily skills to enhance social and interpersonal skills (e.g. problem solving, anger management, community responsibility, increased impulse control, and appropriate peer relations) and individual, group, and family psychotherapy offered in programs of two or more hours per day with children and adolescents ”*

The provider should provide TDT to eligible students that include the following, as appropriate:

A. Opportunities and activities to learn and enhance:

- Social and interpersonal skills
- Anger management
- Impulse control and self-regulation
- Appropriate self-expression
- Problem-solving skills
- Focus and redirection

B. Other individual and/or group topics including communication skills, stress management, family living skills, health, citizenship and career linkages, as well as topics suggested by school staff.

C. Individual and group counseling

D. Consultative Services - The provider will consult with school staff such as school administrators, psychologists, social workers, school counselors and teachers to support eligible students on the provider's caseload.

In addition, the provider will specify a plan to consider the offering of therapeutic services to a limited number of non-Medicaid eligible students and those who are Medicaid eligible but do not qualify for TDT.

The provider should submit with their proposal, a schedule of therapeutic activities that would address student needs consistent with DMAS requirements.

The provider should submit a plan for onsite supervision of Qualified Mental Health Professional Child (QMHP-C) by a licensed clinical psychologist, licensed professional counselor (LPC), licensed clinical social worker (LCSW) or licensed marriage and family therapist (LMFT), the level of which is determined by the number QMHP-C staff and the student caseload.

The provider should detail a plan for the supervision and provision of therapeutic services to students. The provider shall ensure that staff ratio to group are within DMAS guidelines.

The provider shall qualify and quantify the appropriate caseload for each QMHP-C in its proposal.

### III. Specific Requirements

#### A. **Accountability**

Provider will make detailed summary reports available to the school division at minimum quarterly that indicate service plan implementation, quality of care and other indicators that address the appropriateness, usefulness of the services, and outcome progress.

The provider shall submit annual program outcome reports to the school division by April 30 of each year. The outcome reports will be used to determine effectiveness of the provider's organization by location and will inform whether DCPS will continue to use the provider's services in whole or part.

The provider shall submit to the principal or designee one outcome report (in the form provided by the school division) per school, at minimum monthly, where the provider serves students. Program outcome reports shall indicate and measure the provider's intended outcomes

The provider must adhere to discharge stipulations as defined by DMAS.

All TDT Services will be referred ONLY through the DCPS staff including school counselor, social worker, or school administrator; or other Dinwiddie County Agencies including Dinwiddie County Social Services or Court Services Unit.

#### **B. Provision of Services during the School Day**

1. Students participating in therapeutic services during the school day will do so according to a schedule in consultation with the school principal. If any student requires emergency or crisis services that may differ from scheduled services, the student's removal and timing must be approved by the principal or designee.
2. The provider will consult with the principal/designee regarding the time for the provision of these services to ensure that an appropriate instructional environment is maintained at the school, and the service delivery does not interfere with the student's education.
3. In the event that the principal/designee determines that a member of the provider's staff may be acting in an unprofessional or unethical manner, or otherwise demonstrates inappropriate behavior in the school setting, the principal will communicate concerns to the provider for its investigation. During any such investigation, the principal may make the final determination, in consultation with Director of Exceptional Education, Coordinator of Student Services, Chief Academic Officer, regarding the admittance of the provider staff to the school building and access to students.

#### **C. Compliance with IDEA and Section 504**

The services provided cannot interfere with the provision of services under the Individuals with Disabilities Education Act (IDEA) or Section 504. It is the school division's responsibility to provide a Free Appropriate Public Education

(FAPE) for students with disabilities ages 2-22, as described in each student's Individualized Education Program (IEP) or Section 504 plan.

The provider may provide therapeutic services to students with IEPs or 504 plans. However, these services do not replace therapeutic services outlined in IEPs or 504 plans. If therapeutic services are needed to ensure students receive FAPE, the services must be included in the IEP or 504 Plan based on the agreement of the IEP or 504 team. Services in students' IEPs and/or 504 plans must be implemented regardless of receipt of other non-IEPI 504 plan support services.

#### **D. Confidentiality and Family Education Rights and Privacy Act (FERPA)**

Any information obtained by the provider concerning the youth and/or family members while providing services to the school division shall be maintained as confidential. If applicable, it is further agreed by both parties, that this information shall be safeguarded in accordance with the provisions of Title 63.2, Sections 102 and 104 of the Code of Virginia (1950), as amended, and any other applicable provisions of state and federal laws and regulations including but not limited to the Individuals with Disabilities Education Act, 20 USCS@1400, et seq. (2002) (IDEA), the Family Education Rights and Privacy Act of 1974 and/or Educational Records Management regulations, and the Health Insurance Portability and Accountability Act of 1996, as amended. **In order for the provider to obtain any information about students, to enter into any educational program or participate in meetings, a release for these purposes must be obtained by provider prior to initiating services.**

**Provider will comply with school division maintenance of student record's consistent with DCPS School Board Policy and FERPA requirements, including signed releases maintained in each student record pertaining to school staff communicating with provider staff. Provider will also obtain a release to share information with the school division prior to providing any services or participating in meetings.**

Provider and school staff will seek agreement regarding what, if any documentation of services will be provided to school staff, IEP teams, interdisciplinary intervention teams or child study team that are monitoring the student's performance. Provider staff will ensure the confidentiality of information pertaining to other students that the provider staff may learn during the course of providing services to assigned students.

#### **E. Health Insurance Portability and Accountability Act (HIPAA)**

The Provider shall comply, and shall ensure that any and all Sub Offerors comply, with all State and Federal laws and Regulations with regards to handling, processing, or using Health Care Data. This includes, but is not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations

as it pertains to this agreement. Since this is a federal law and the regulations apply to all health care information, the provider will also be required to enter into a DMAS-supplied HIPAA Business Associate Agreement with DMAS to comply with the regulations protecting Health Care Data. The Provider will provide a HIPAA notice to the parent of each student served. The Provider will obtain a signed HIPAA notice prior to provision of services to each student.

#### **F. Independent Officer**

It is understood that the provider is an independent offeror and shall not be considered to be an employee, agent or representative of the school division for any purpose whatsoever. Nothing in this provision for services shall be construed as authority for either party to make commitments, which will bind the other party beyond the scope of services or their term herein.

#### **G. Individual Verification**

The Provider shall have the ability to verify the individual student's a) eligibility for Medicaid, FAMIS or other insurance, b) service limitations, and c) required service authorization information before providing service. The individual student must be eligible on the date(s) of service and must meet all requirements to qualify for the provision of services. The Provider shall verify eligibility.

The individual's eligibility and enrollment verification must be based upon the Virginia Medicaid Management and Information System (VaMMIS) eligibility information. Enrollment shall begin at 12:01 a.m. on the effective date that the individual is enrolled and shall end at 12:00 midnight on the date that the individual is unenrolled pursuant to the criteria in DMAS's policy and/or rules and regulations.

Prior to the transfer of protected health information, the Department (DMAS) and the Provider shall execute the DMAS Business Associate Agreement to ensure compliance with HIPAA.

The Provider shall not withdraw individuals. The Provider shall, however, provide the Department (DMAS) with any information it deems appropriate for Department (DMAS) use in making a decision regarding loss of eligibility or withdrawal of a particular individual.

#### **H. Licensure Requirements of Service Providers**

The provider and all its staff must comply with any and all licensure requirements that include maintaining current licensing in the Commonwealth of Virginia

Department of Behavioral Health and Developmental Services for the following services: mental health day treatment services for children and adolescents.

Staff employed by the provider to provide therapeutic services in Dinwiddie County Public Schools must meet the criteria as Qualified Mental Health Professional-Children (QMHP-C), Licensed Clinical Psychologist, Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW) or Licensed Marriage and Family Therapist (LMFT). A Licensed Mental Health Professional (LMHP), individual licensed in Virginia as a physician, a clinical psychologist, a school psychologist, a professional counselor (LPC), a licensed clinical social worker (LCSW), or a psychiatric clinical nurse specialist, a psychiatric nurse practitioner, or a marriage and family therapist (LMFT), will supervise on site the work of the staff assigned to schools.

Any misrepresentation regarding the status of provider's licensure shall constitute a breach of contract and warrant immediate termination of the provider's services without written notice and without financial obligation on the part of the school division.

#### **IV. Proposal Preparation**

##### **General Instructions**

- A. In order to be considered for selection, offerors must submit a complete response to this RFP.
- B. No faxed proposals will be accepted. Electronic proposals may be scanned and emailed to Brenda Austin, Finance Manager, Purchasing Agent at [baustin@dcpnet.org](mailto:baustin@dcpnet.org). The subject line should read: “**RFP #24-071423 Therapeutic Day Treatment Services**”. Electronic submissions to anyone other than Brenda Austin will not be accepted.
- C. If you prefer to submit a hard copy, we require a total of six (6) complete copies in a sealed envelope/package, clearly marked “**RFP #24-071423 Therapeutic Day Treatment Services**”. Each paper copy of the proposal should be bound or contained in a single volume where practical, including any sample documentation you are including. Cut off time is **Monday, July 31, 2023 at 4:00pm** (local prevailing time), in the Dinwiddie County School Board Office at 14016 Boydton Plank Road, Dinwiddie, VA 23841. The time of receipt shall be determined solely by Dinwiddie County School Board.
- D. The offeror assumes responsibility for having its proposal delivered on time at the place specified. Any proposal received after the above time and/or date will be returned to the offeror unopened. Dinwiddie County School Board is not responsible for any delay in delivery by USPS, UPS, FedEx or other delivery services. No



information regarding the contents of the proposal or the identity of the offerors will be discussed until after the negotiation process.

- E. All information requested should be submitted. Failure to submit all information requested may result in the School Board requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the School Board.
- F. Proposals must be signed by an authorized representative of the offeror. Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- G. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- H. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- I. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be

fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- J. Ownership of all data, materials, and documentation originated and prepared for the School Board pursuant to the RFP shall belong exclusively to Dinwiddie County School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
- K. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the School Board Evaluation Committee. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The School Board will schedule the time and location of these presentations. Oral presentations are an option of the School Board and may or may not be conducted.
- L. The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal

#### **IDENTIFICATION OF HARD COPY PROPOSAL ENVELOPE**

The complete and signed hard copy proposal must be returned in an envelope or package, sealed and identified as follows:

- Name and Address of Offeror
- Due Date – **July 31, 2023 at 4:00 p.m.**
- RFP Number – **RFP #24-071423**
- RFP Title – **Therapeutic Day Treatment Services**

The envelope should be addressed to:

Attn: Brenda Austin

Dinwiddie County School Board  
14016 Boydton Plank Road  
P.O. Drawer 7  
Dinwiddie, VA 23841.

If a proposal is not marked with the above information, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. If using FedEx, UPS or other direct shipping company, use the street address. If mailing with the United States Postal Service you may use the P.O. Box.

#### **IDENTIFICATION OF EMAIL PROPOSAL**

The complete and signed electronic proposal must be emailed to Brenda Austin as follows:

- [baustin@dcpnsnet.org](mailto:baustin@dcpnsnet.org)
- Subject Line - **RFP #24-071423 Therapeutic Day Treatment Services**

#### **CLARIFICATION OF TERMS**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact Brenda Austin, [baustin@dcpnsnet.org](mailto:baustin@dcpnsnet.org) **by e-mail no later than 2:00 p.m. Thursday, July 20, 2023. Please reference RFP #24-071423 in the subject line.** Any revisions to the solicitation will be made by issuing a written addendum which shall be posted on the School Board website's Purchasing Page at <http://www.dinwiddie.k12.va.us> *Departments-Finance-Purchasing-Current Solicitations.*

#### **V. Format of Submission**

Each proposal submitted pursuant to this Request for Proposals shall include, at a minimum, evidence of the following:

- a. Understanding the Responsibilities/Qualifications
- b. Ability to meet the requirements of each section of the RFP
- c. Capability statement/years of professional experience/training
- d. Vendor's history and record with the governing agency
- e. Capability Statement/Years of Professional Experience/Training

Providers may provide additional supportive data such as project descriptions, letters of recommendation, resumes, etc. as an appendix.

Providers must advise of prior experience providing therapeutic services and/or delivering these services in a school environment.

A listing of contracts under which similar services were performed or undertaken within the past twelve (12) months, and listing of references which may be contacted by the School Division.

*Providers will indicate whether the Provider(s) has been cited for any contract violations within the last five (5) years, and the disposition of such citations. Presence of violations will be considered during the evaluation process and may adversely impact the proposal's rating. Failure to report violations will disqualify a Provider from consideration for an award as a result of this RFP and/or result in termination of the agreement should it be discovered that a Provider failed to disclose violations after the award of services.*

As part of its proposal, the provider will submit program evaluation data from prior program implementation with performance indicators tied to measurable student outcomes that can include:

- Length of time students received services
- Student grades
- Student attendance
- Student promotion or retention
- Student conduct infractions/ interventions
- Student suspension or expulsion
- Student's ability to maintain or attain a less restrictive placement

The provider will describe their plan for program evaluation based on measurable student outcomes as outlined in the section above.

The Provider must adhere to HIPAA in complying with this requirement. Any proposals in which HIPAA is violated in the description of the evaluation process will be automatically disqualified from consideration.

Further, any individuals participating in the preparation of a proposal must be identified as well as the role within the proposal explained; and any individual assisting in the services requested or proposed must be identified and the relationship to the provider explained.

List an indication of the fees that would be charged for services provided:

- Per hour rate
- Administrative Costs (describe/specify all charges)

The provider will adhere to guidelines established by Medicaid for the purpose of billing for services provided through this contract. Dinwiddie County Public Schools assumes no responsibility for, nor oversight of, the Medicaid billing process.

## **VI. Evaluation and Criteria**

Firms submitting proposals are advised that all proposals will be evaluated to determine the firm deemed most qualified to meet the needs of DCPS. Individual criteria will be assigned varying weights at DCPS's discretion to reflect relative importance. The selection criteria will include, but not be limited to, the items listed below:

- A. Ability to meet the requirements of each section of the RFP 25%
  - B. Quality of vendor's history and record with the governing agency 25%
  - C. Understanding of the Responsibilities and Qualifications 15%
  - D. Interview (if applicable) 15%
  - E. Capability Statement/Years of Professional Experience/Training 10%
  - F. Costs 10%
- TOTAL: 100%

## **VII. Award of Contract**

Selection shall be made of offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After interviews have been conducted with each offeror so selected, DCPS shall select the offeror or offerors who in its opinion, has made the best proposal and award the contract to that offeror. Awards may be made to more than one offeror, however, should DCPS determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

## **VIII. GENERAL TERMS AND CONDITIONS**

### **1. ANNOUNCEMENT OF AWARD:**

Award will be made to the responsible and responsive Offeror who best demonstrates the ability to perform the services required. Upon the award or the announcement of the decision to award a contract the Finance Department will inform in writing, for the offeror(s) who submitted proposals, of the decision.

### **2. ANTI-DISCRIMINATION:**

Dinwiddie County Public Schools does not discriminate against faith-based organizations. By submitting their proposals, offerors certify to DCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contract. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination 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 these requirements.

2. The contractor will include the provisions of #1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**3. ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Dinwiddie County Public Schools, relating to the particular goods or services purchased or acquired by Dinwiddie County Public Schools under said contract.

**4. APPLICABLE LAWS:**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Dinwiddie County Public Schools. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**5. AUDIT:**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County Public Schools, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**6. AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the immediate cancellation of this

contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

**7. BID ACCEPTANCE PERIOD:**

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**8. CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  
- B. Dinwiddie County Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:
  1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County Public Schools right to audit the contractor's records and/or to determine the correct number of units independently; or

**9. CLARIFICATION OF TERMS:**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact Brenda Austin, [baustin@dcpnet.org](mailto:baustin@dcpnet.org), in writing by email no later than Thursday, **July 20, 2023 by 2:00 PM am. Please reference RFP #24-071423 in the subject line.** Any revisions to the solicitation will be made only by addendum and issued by the buyer.



Contact initiated by an offeror concerning this solicitation with any other School Board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

**10. COPYRIGHTS/PATENTS, ETC.:**

The Contractor/Vendor guarantees to hold Dinwiddie County School Board, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.

**11. COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Request for Proposal is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to Dinwiddie County Public Schools, may be extended to other public agencies or bodies in the Commonwealth of Virginia, 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 or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Dinwiddie County Public Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision

**12. DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County Public Schools may have. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at DCPS's option, and payment therefore shall be made at a proper reduction in price.

**13. DELIVERY DATE (S):**

The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder/Offeror shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the solicitation.

**14. DISCOUNTS:**

Cash discounts may be offered by Bidder/Offeror for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by School Board and/or completion is accepted by School Board or from date correct invoice is received by School Board, whichever is the later date.

**15. DRUG & ALCOHOL-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug & alcohol-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug & alcohol-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**16. DUE DATE:**

Bids/Proposals and amendments thereto, or withdrawal of bids/proposals submitted, if received by Dinwiddie County Public Schools after the due date specified, may not be considered. It will be the responsibility of the Bidder/Offeror to see that his/her bid/proposal is in the Procurement Office by the specified due date and time.

**17. EQUIPMENT/PRODUCTS:**

Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished

**18. ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

**19. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**20. INSURANCE:**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  
- B. Employer's Liability - \$100,000.

C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.**

D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

E. Professional Liability - \$1,000,000 per occurrence

F. Umbrella Liability - \$1,000,000 per occurrence

**21. NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disable veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**22. OWNERSHIP OF DOCUMENTS:**

A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor/Vendor under any resultant contract shall, at the option of Dinwiddie County School Board, become Dinwiddie County School Board property and shall be delivered to and remain the property of Dinwiddie County School Board upon completion of the work or termination of the Contract. Dinwiddie County School Board shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Vendor.

B. Any documents or other materials provided to the Contractor/Vendor by Dinwiddie County School Board shall be returned to Dinwiddie County School Board upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor/Vendor in order to supply the products or services contracted for shall become the property of Dinwiddie County School Board and shall be

sent to Dinwiddie County School Board upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County School Board. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

**1.1 To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form shall be submitted as well.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County School Board shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County School Board of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

**1.2 To Subcontractor(s):**

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County School Board for the proportionate share of the payment received for work performed

by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s); or
  2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County School Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Dinwiddie County School Board.

**23. PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:**

All bids/proposals must be submitted on company letterhead. Verbal quotations will not be accepted.

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the bid/proposal. Bids/Proposals must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.

Bids/Proposals must give the full business address of the Bidder/Offeror and be signed by him/her with his/her usual signature. Bids/Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bidder/offeror of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Verify your bids/proposals before submission as they cannot be withdrawn or corrected until after the due date.

Dinwiddie County School Board reserves the right to waive any informality in bids/proposals. Bids/Proposals making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

**24. PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line-item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected. Failure to comply with these steps shall result in loss of the Bidder's/Offeror's FOIA exemption.

Agencies and institutions shall not release any information that a bidder/offeror has claimed to be a trade secret or proprietary information, unless ordered to do so by a court of competent jurisdiction. If a party seeking information disagrees with the designation of it as proprietary or a trade secret, upon concurrence of the agency's attorney advisor, the party seeking the information may be advised that they will have to obtain a court order and request to be named as a defendant in the suit involving the bidder, offeror, or contractor which designated the information as proprietary as well as the agency or institution.

**25. QUALIFICATIONS OF OFFERORS:**

Dinwiddie County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Dinwiddie County Public Schools all such information and data for this purpose as may be requested. Dinwiddie County Public Schools reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Dinwiddie County Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Dinwiddie County Public Schools that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**26. RECEIPT AND OPENING OF PROPOSALS:**

- A. Acceptance of a bid/proposal by Dinwiddie County Public Schools is not an order to ship or to begin work. Each bid/proposal is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/services quoted at the prices stated and in accordance with the conditions of said accepted bid/proposal; and the School Board on its part to order from such Bidder/Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items/services specified, ordered, and delivered

**27. SAMPLES:**

Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's/Offeror's risk and expense.

**28. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

In order to contract with Dinwiddie County School Board, Contractors/Vendors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by *Code of Virginia, Title 13.1 or Title 50* or as otherwise required by law. Pursuant to competitive sealed proposal or competitive negotiation, a Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to *Title 13.1 or Title 50* shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any Bidder/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 include in its bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized. Any Bidder/Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to § 2-2-4311.2 of the *Code of Virginia* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County School Board may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section

**29. SUBSTITUTIONS:**

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that



specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the School Board. If the Bidder/Offeror does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder/Offeror proposes to furnish the exact commodity specified in the item description.

**30. TAXES**

Sales to the School Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the School Board of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal.

**31. TERMINATION BY OWNER FOR CONVENIENCE:**

- A. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor thirty (30) days written notice of such termination. Upon such termination, the contractor/vendor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor/vendor shall take such steps as owner may require to assign to the owner the contractor's/vendor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor/vendor shall receive as full compensation for termination and assignment the following:
1. All amounts then otherwise due under the terms of this contract,
  2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  3. Reasonable compensation for the actual cost of demobilization incurred by the contractor/vendor as a direct result of such termination. The contractor/vendor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor/vendor of any nature.
- B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

**32. TESTING AND INSPECTION:**

All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Board by any other clause of this solicitation. The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the School Board. The School Board's decision of approval or disapproval of a proposed product shall be final.

**33. WITHDRAWAL OR MODIFICATION OF BIDS / PROPOSALS:**

Bids / Proposals may be withdrawn or modified by written notice received from bidders / offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

**IX. ANTICIPATED SCHEDULE**

The following represents an outline of the process currently anticipated by the Dinwiddie County School Board.

- |  |                |
|--|----------------|
| • Request for Proposal advertised      | July 14, 2023  |
| • Cut-off for Questions                | July 20, 2023  |
| • Proposals due in School Board Office | July, 31, 2023 |
| • Oral Presentations to be conducted   | TBD            |
| • Notice of Intent to Award Contract   | TBD            |
| • Contract Award                       | TBD            |

**BASIS FOR AWARD**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the schools, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Dinwiddie County Public Schools. The School Division will make the final determination of the proposal that best meets the needs of Dinwiddie County Public Schools.

**X. Attachments**

Attachment A - Virginia State Corporation Commission Registration Information

Attachment B – Signature Sheet

Attachment C – Certification of Contractor

Attachment D - References

**ATTACHMENT A - STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) registration information - The bidder:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**ATTACHMENT B – SIGNATURE SHEET**

**PURPOSE**

Develop an updated comprehensive classification and compensation plan for Dinwiddie County Public Schools.

By signature, I certify that the proposal as submitted complies with all Terms and Conditions as set forth in RFP. If there are any parts of the terms and conditions that the company cannot meet, I have indicated which ones on an attached page.

By signature, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Offeror.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

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

FIN or SSN: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Acknowledgment is made of receipt of the following Addenda:

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT C - CERTIFICATION OF CONTRACTOR**

Full Name of Contractor

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As required by Section 22.1-296.1 of *the Code of Virginia*, the undersigned hereby certifies as follows:

- (i) That **I (and all persons** who will provide such services) have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand that if I make a materially false statement regarding any of the above offenses,

I will be guilty of a Class 1 misdemeanor.

Date \_\_\_\_\_

Signature of Contractor

**ATTACHMENT D - REFERENCES**

Bidders shall supply three (3) references of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Bidders shall only indicate references they have worked within the past five (5) years.

**Reference #1**

Name of County, City, Agency or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact with Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Types of services provided: \_\_\_\_\_

Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

**Reference #2**

Name of County, City, Agency or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact with Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Types of services provided: \_\_\_\_\_

Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_

**Reference #3**

Name of County, City, Agency or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact with Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Types of services provided: \_\_\_\_\_

Contract Dates: From \_\_\_\_\_ To \_\_\_\_\_