
Selection Advisory Committee Members

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Dinwiddie County Public Schools
OFFICE OF THE SUPERINTENDENT

Request for Proposal
RFP # 24-121223
Special Education Comprehensive Review

This procurement request is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

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Or

E-Mail: baustin@dcpsnet.org

Date Issued: December 12, 2023

Deadline for e-mailed questions: Tuesday, December 19, 2023 @ 10:00 a.m.

Date & Time of Closing: Tuesday, January 09, 2024 @ 10:00 a.m.

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1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified offerors to perform a Special Education Comprehensive Review for Dinwiddie County Public Schools.

Proposals, to include addenda or changes to a response, shall not be accepted via fax machine or by telephone. Proposals **may be** submitted Electronically by emailing Brenda Austin, Finance Manager, Purchasing Agent at baustin@dcpsnet.org. Electronic submissions to anyone other than Brenda Austin, will not be accepted.

If you are an individual with a disability and require a reasonable accommodation, please notify Brenda Austin at **(804) 469-4190**, at least three working days prior to the date due.

Nothing herein is intended to exclude any qualified responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible qualified vendors are encouraged to submit proposals.

2.0 MISSION STATEMENT

The mission of Dinwiddie County Public Schools is to provide each student the opportunity to become a productive citizen, engaging the entire community in the educational needs of our children.

By believing in a set of core values, we strive to bring **excellence** to our academics and everything we do. We believe in being fair and impartial by providing **equity** of treatment to our students. Last, by modeling and expecting **integrity**, our students will be learning life skills of being honest, trustworthy, and having a strong ethical belief.

Giving our students opportunities and core values of **Excellence, Equity,** and **Integrity** will help them become productive citizens while they aspire to reach their goals and dreams for the future.

3.0 OVERVIEW

Dinwiddie County is located in south central Virginia approximately forty miles south of Richmond with a population of 27,947 per the US Census of 4/1/2020. Dinwiddie County covers 507 square miles, consisting of 504 land and 3 water. The School System is the fourth largest employer in Dinwiddie County. DCPS is a rural school division in the U.S.

with five (5) elementary schools, one middle school, one high school, and one alternative learning academy.

We serve a diverse population of approximately 4,100 students in grades prekindergarten through 12, speaking 13 languages. Over 50 percent of our total student population is Economically Disadvantaged; 16 percent are reported as Students with Disabilities, and three percent of students are English Learners.

At the direction of the School Board and Superintendent, the Office of Financial Services has been tasked to facilitate the development and oversight of this RFP to obtain a comprehensive review of DCPS' special education services offered by the Department of Exceptional Education and Academic Services Department to students with disabilities. The initiative of this RFP is to evaluate the current structure, processes, and services for students with disabilities to understand better their capacity to meet the needs of students identified for services and their families.

Furthermore, an additional desired outcome from this RFP is to identify areas of improvement to strengthen DCPS' Special Education services and address ongoing concerns concerning implementing services, IEP practices, inclusion, professional development, and reporting.

Special education services are provided to students who have been qualified to receive such services through a structured referral and evaluation process. Services for each student are determined through the IEP, developed by a team that includes the parents, school staff, and the student at the secondary level. Special education services must be provided according to the federal Individuals with Disabilities Education Act (IDEA), and according to separate Virginia statutes and DCPS board policy. Under federal law, students with disabilities must be served in the Least Restrictive Environment (LRE).

The mission of the Department of Exceptional Education is to provide a planned program of instructional, psychological, social, behavioral, and related services to help schools meet the unique needs of identified students and their families. The department provides a network of support to staff, students, and families that eliminates obstacles, facilitates instruction, and enables students to succeed as individuals within the learning environment. Through instructional leadership, curriculum development, program evaluation, professional development, and support for alternative, special education, and student services programs, the department ensures that all program areas in schools are fully supported and able to comply with fiscal, legal, and personnel requirements.

The mission of the Academic Services Department is to drive student achievement by leading and guiding teaching and learning across the division. The Academic Services

Department uses current research-based best practices to guide personalized instruction so that all students can reach their full potential and be productive citizens after graduation.

4.0 STATEMENT OF NEEDS

- This Request for Proposal (RFP) aims to solicit sealed proposals to establish a contract with a single contractor through competitive negotiation to provide a comprehensive review of Dinwiddie County Public Schools (DCPS) special education services offered to students with disabilities.
- References to Dinwiddie County Public Schools shall collectively mean the County, DCPS, or any agency thereof. Such references may appear throughout this RFP and any subsequent contract.
- Upon conclusion of the review, implementation of recommendations, if any, may be provided upon written amendment as may be mutually agreed by the parties.
- For this review, “special education” is defined as the educational services offered to students with disabilities by DCPS’ Department of Exceptional Education and Instructional Services Department.
- DCPS uses the criteria adopted by the Virginia Department of Education (VDOE) for the following areas of eligibility in determining whether the student has a disability.
 - Autism
 - Deaf-Blindness
 - Deafness
 - Developmental Delay
 - Emotional Disability
 - Hearing Impairment
 - Intellectual Disability
 - Multiple Disabilities
 - Orthopedic Impairment
 - Other Health Impairment
 - Specific Learning Disability
 - Speech or Language Impairment
 - Traumatic Brain Injury
 - Visual Impairment

THE MAIN GOALS OF THE COMPREHENSIVE REVIEW ARE TO:

- A. Evaluate the design, structure, and established processes of educational services offered by DCPS in meeting the needs of students with disabilities, and the degree of fidelity of implementation of special education services at schools, as well as the continuous monitoring of the effectiveness of the processes;
- B. Evaluate the adequacy of human capital resources assigned to special education students, the qualification of the staff, and the level of professional development received by them;
- C. Analyze to what degree implementation of special education services at schools aligns with evidence-based practices and
- D. Evaluate the effectiveness of communication strategies to keep stakeholders informed about services for students with disabilities.

Note: Restraint and seclusion will be specifically OUTSIDE OF SCOPE for this review.

DUE TO THIS COMPREHENSIVE REVIEW, THE OFFEROR WILL PROVIDE SUGGESTIONS FOR POLICY CHANGES, PROCESSES, AND ACCOUNTABILITY. THE RECOMMENDATIONS SHOULD BE:

- actionable
- both long- and short-term
- able to improve the efficiency and effectiveness of services for students with disabilities to meet individual needs
- able to highlight how DCPS can more effectively organize its structures, systems, and processes better to support the delivery of services to students with disabilities and
- grounded in research related to services and/or other evidence-based practices.

DESCRIPTION OF GENERAL CONSULTANT ACTIVITIES:

- Review DCPS-provided materials and a list of activities (Section 6 of this document) with DCPS contacts to ensure a clear understanding of the project and the expectations.
- Sign and return the contract to the DCPS contact.
- Drive the comprehensive review from beginning to end.
- Check in with DCPS contact at periodic agreed-upon times to have questions answered and ensure that work is progressing and the work product will meet expectations.

- Provide expected products to DCPS under the timeline defined below and the expectations outlined in the materials provided by DCPS. Yields are expected to be delivered by COB on the completion dates listed in Section 6.
- Attend at least one School Board meeting or work session with the DCPS School Board to discuss findings and recommendations. In addition, presentations to the DCPS Leadership Team may be required.
- Submit invoice to DCPS contact at the end of the project.

DESCRIPTION OF PURCHASING AGENT ACTIVITIES

- Act as the project liaison to oversee and ensure the required tasks are completed promptly.
- Help identify the critical point of contact within DCPS.
- Monitor and record delivery date of sealed proposals.
- Monitor incoming questions from offerors and issue addendum as needed
- Coordinate meetings with the Selection Advisory Committee to review all proposals and determine a short list of offerors for oral presentations.
- Be informed of any requests related to this comprehensive review.
- Be informed of any anticipated challenges and potential delays to meet the established timeline.

THE FOLLOWING TENTATIVE SCHEDULE IS PROVIDED TO THE OFFERORS AS A MEANS OF PLANNING. OFFERORS ARE ADVISED THAT THIS SCHEDULE MAY CHANGE DURING THE SOLICITATION PROCESS.

Milestones	Target Date
RFP Issue Date:	12/12/23
Questions from Offerors Cutoff	Tuesday, December 19, 2023-10:00
RFP Closing Date:	Tuesday, January 9, 2024
Finalists Interviews	Friday, January 19, 2023
Negotiations:	TBD
Intent to Award:	February 2, 2024
Contract Award:	TBD

5.0 MINIMUM QUALIFICATIONS

The following are the minimum qualifications an Offeror must meet or exceed at the time of submission for DCPS to accept a proposal as responsive. Each Offeror must address how it meets the below minimum qualifications when submitting its bid. If an Offeror fails to respond to each stuff, or if DCPS determines from the response that an Offeror does not meet any minimum qualifications, its proposal may be deemed non-responsive and disqualified from further consideration.

Each Offeror must provide information that documents the history of relevant special education and project management expertise, and a minimum of three (3) references which will enable the Selection Advisory Committee (SAC) to be satisfied with the Offeror’s qualifications. Failure to qualify according to the preceding requirements will justify the rejection of a proposal from the respective Offeror by DCPS.

A minimum of three (3) years of relevant experience is required in providing the services and/or items requested by this RFP. Each Offeror shall expand on all expertise working with a PK-12 public school division with a rural student population under five thousand or those in the Virginia School systems.

CONTRACT PERIOD AND RENEWAL:

The contract term shall commence upon complete execution of the contract by an authorized DCPS representative and shall terminate one (1) year after the contract commencement date.

Automatic contract renewals are prohibited. This contract may be renewed annually for up to five (5) years by agreement of both parties. Contract renewals must be authorized and coordinated through the Office of DCPS Financial Services.

6.0 TASKS TO BE PERFORMED:

To achieve the main goals outlined in Section 4. Statement of Needs: the comprehensive review must incorporate and answer the following key questions:

1. How and to what extent do the design, structure, and established processes of DCPS' educational services meet the needs of students with disabilities? And to what degree are special education services implemented with fidelity at schools? And to what degree is the effectiveness of the processes continuously monitored?
 - a) What design, structure, and processes does DCPS utilize to provide special education services to students with disabilities? Are the current design, structure, and processes effective?
 - b) How does DCPS evaluate and identify students who may require special education services? To what extent is the referral and eligibility determination process, including local screening, working to identify students with disabilities? For example, is the period between the time of referral and service eligibility status determination reasonable?
 - c) How effective is Child Find and Early Childhood Special Education Services at identifying children suspected of having a developmental delay or disability and providing/getting families access to services?
 - d) How does DCPS ensure the needs of special education students are included in the planning and implementation of new programs and services?
 - e) How are inclusionary academic and social practices being implemented and monitored across schools and educational settings?
 - f) What processes are in place to support the individual educational needs of students with disabilities? What data and resources are used to develop the

required instructional goals, special education service hours, and accommodations?

- g) To what extent do IEPs and Section 504 plans identify specific needs, services, and accommodations aligned to the needs of students with disabilities identified by the individual assessments?
 - h) What processes and support are in place to facilitate seamless transitions between grade levels and into post-secondary opportunities?
 - i) To what extent do IEPs and Section 504 plans provide evidence that the students received all identified services, accommodations, and/or goals?
 - j) To what extent is the IEP and Section 504 reevaluation process being implemented?
 - k) To what extent do schools implement special education services with fidelity?
2. How and to what extent are the human capital resources assigned to special education students, the qualification of the staff, and the level of professional development they received adequate?
- a) How effective is DCPS in recruiting, hiring, and retaining qualified and effective staff servicing students with disabilities, including teachers, paraprofessionals such as instructional assistants, public health training assistants, public health attendants, and school administrators?
 - b) How do DCPS' caseloads (number of students) and workloads (intensity of services per student) compare to similarly situated divisions and those in nearby proximity to DCPS?
 - c) How efficiently and consistently does DCPS allocate staffing to meet the needs of its population of students with disabilities?
 - d) To what extent does the professional development DCPS offers adequately prepare and continually support school professionals, including teachers, paraprofessionals public health attendants, and school administrators to provide consistent services to students with disabilities?
 - e) How practical is the support from central office personnel in providing leadership, guidance, and resources to staff servicing students with disabilities?
3. To what extent does implementing special education services at schools align with evidence-based practices?
- a) To what extent do the instructional delivery models demonstrate evidence-based practices?

- b) How and to what extent do schools utilize a multi-tiered system of support (MTSS) framework to identify all students who require support and document any necessary interventions or remediation using monitoring systems?
 - c) To what extent does the continuum of services offered by DCPS for students with disabilities address the needs of students? How do these services compare to other divisions (benchmarking)?
4. How and to what extent are DCPS' communication strategies to keep stakeholders informed about services for students with disabilities effective?
- a) How effective are communication efforts in reaching targeted audiences with pertinent information (e.g., division to school, school to division, division to parent, school to parent, teacher to teacher, case manager to case manager at transition points, etc.)?
 - b) To what extent are families and community members kept informed about services for students with disabilities?

Several data sources will be required to complete the comprehensive review of special education services for students with disabilities:

- 1) Data and Document Analysis – To analyze special education population trends, programs, student performance data from students with and without disabilities, staffing data, etc. To review documents related to division and school programs, policies and practices related to special education, VDOE reports accountability measures and other necessary documents.
- 2) Surveys, Focus Groups, and/or Interviews – To collect qualitative and quantitative data by engaging stakeholders in surveys, focus groups, and/or interviews.
- 3) Classroom Observations - Direct observation of teaching and related services across the continuum of services (inclusive settings, co-taught classes, pull-out/push-in services, public separate day school programs, etc.) across elementary, middle, and high schools.
- 4) Research and Evidence-based Practices – To identify evidence-based practices in special education programs through research and benchmarking within DCPS schools.

DESCRIPTION OF EXPECTED ACTIVITIES AND PRODUCTS/DELIVERABLES:

Description of Deliverables	The deliverables consist of: <ol style="list-style-type: none"> 1. Review the report on findings and recommendations based on the comprehensive review of policies, procedures, and practices related to special education. 2. Presentation (e.g., PowerPoint) of report highlights for sharing with DCPS' Leadership Team and Selection Advisory Committee. Additional phases and the related deliverables about the scope will be added later if required.																							
Timeline	The due dates to complete the following activity/deliverable products will be determined, upon mutual agreement between DCPS and the selected Offeror. Offeror must propose a preliminary timeline within its Technical Proposal as stated in Section 7, Technical Proposal Instructions. <table border="1" data-bbox="391 814 1459 1873"> <thead> <tr> <th data-bbox="391 814 1219 894">Activity/Deliverable Products (in bold)</th> <th data-bbox="1219 814 1459 894">Due date to be determined</th> </tr> </thead> <tbody> <tr> <td data-bbox="391 894 1219 974">1. Initial meeting to describe project and data/materials provided</td> <td data-bbox="1219 894 1459 974"></td> </tr> <tr> <td data-bbox="391 974 1219 1054">2. Review DCPS-provided data on special education services</td> <td data-bbox="1219 974 1459 1054"></td> </tr> <tr> <td data-bbox="391 1054 1219 1134">3. Request additional data, if wanted (requested data will be provided if available)</td> <td data-bbox="1219 1054 1459 1134"></td> </tr> <tr> <td data-bbox="391 1134 1219 1213">4. Review special education comprehensive review preliminary study findings and recommendations</td> <td data-bbox="1219 1134 1459 1213"></td> </tr> <tr> <td data-bbox="391 1213 1219 1352">5. Annual status report and presentation of preliminary findings and recommendations (deliverable #1)</td> <td data-bbox="1219 1213 1459 1352"></td> </tr> <tr> <td data-bbox="391 1352 1219 1470">6. Complete the final review report of findings and recommendations (deliverable #2)</td> <td data-bbox="1219 1352 1459 1470"></td> </tr> <tr> <td data-bbox="391 1470 1219 1549">7. Participate in a call to answer staff questions on the report</td> <td data-bbox="1219 1470 1459 1549"></td> </tr> <tr> <td data-bbox="391 1549 1219 1629">8. Complete final presentation document (deliverable #3)</td> <td data-bbox="1219 1549 1459 1629"></td> </tr> <tr> <td data-bbox="391 1629 1219 1747">9. Participate in the presentation of findings and recommendations at Selection Advisory Committee meetings</td> <td data-bbox="1219 1629 1459 1747"></td> </tr> <tr> <td data-bbox="391 1747 1219 1873">10. Participate in the presentation of findings and recommendations at the Leadership Team meeting</td> <td data-bbox="1219 1747 1459 1873"></td> </tr> </tbody> </table>		Activity/Deliverable Products (in bold)	Due date to be determined	1. Initial meeting to describe project and data/materials provided		2. Review DCPS-provided data on special education services		3. Request additional data, if wanted (requested data will be provided if available)		4. Review special education comprehensive review preliminary study findings and recommendations		5. Annual status report and presentation of preliminary findings and recommendations (deliverable #1)		6. Complete the final review report of findings and recommendations (deliverable #2)		7. Participate in a call to answer staff questions on the report		8. Complete final presentation document (deliverable #3)		9. Participate in the presentation of findings and recommendations at Selection Advisory Committee meetings		10. Participate in the presentation of findings and recommendations at the Leadership Team meeting	
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7.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

7.1 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@dcpsnet.org. The subject line should read: "**RFP #23-121223 Special Education Comprehensive Review**". Electronic submissions to anyone other than Brenda Austin will not be accepted.
- C. If you prefer to submit a hard copy, we require one loose original and a total of five (5) complete copies in a sealed envelope/package, clearly marked "**RFP #23-121223 Special Education Comprehensive Review**". 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 **Tuesday, January 9, 2024 at 10:00 am** (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 Public Schools.
- D. Verbal quotations will not be accepted.
- E. 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 Public Schools 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.
- F. All information requested should be submitted. Failure to submit all information requested may result in the Selection Advisory Committee 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 Selection Advisory Committee.
- G. 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 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.

- H.** 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.
- I.** 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.
- J.** 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.
- K.** 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.

- L.** Ownership of all data, materials, and documentation originated and prepared for Dinwiddie County Public Schools pursuant to the RFP shall belong exclusively to Dinwiddie County Public Schools 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.
- M.** 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 Selection Advisory Committee 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 Purchasing Agent for DCPS will schedule the time and location of these presentations. Oral presentations are an option of the Selection Advisory Committee and may or may not be conducted.
- N.** The Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal.
- O.** Verify your bids/proposals before submission.
- P.** Dinwiddie County Public Schools reserves the right to waive any informality in bids/proposals. Bids/Proposal making exceptions to terms and conditions included in this invitation/request may be considered, but preference may be given to those who do not make such exceptions.

7.2 Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the Selection Advisory Committee (SAC) may properly evaluate your capabilities to provide the

required goods/services. Offerors are required to submit the following items as a complete proposal. Failure by Offeror to provide the information shall render the proposal non-responsive.

A. Return all the attachments signed and filled out as required.

B. A written narrative statement to include:

1. Brief description of the company and services it provides
2. Experience and qualifications of the company.
3. Names, qualifications and experience of personnel to be assigned to the project.
4. Statement that the company understands the work required and the expectations of the Selection Advisory Committee.
5. Plan or methodology to be used to perform the services
6. Proposed timeline for completion of the project
7. Cost estimate with suggested payment plan based on contract milestones.
8. List of recent (within the past 5 years) projects completed that are similar in size and complexity as Dinwiddie County Public Schools is requesting. Please include key contact names, phone number, and email addresses.

8.0 ACCEPTANCE OF PROPOSALS / AWARD OF CONTRACT

8.1 Qualifications of Offerors

The Offeror shall have the following qualifications in order to be considered:

- Have satisfactory work experience of similar size and complexity or larger.

During the evaluation process, the Selection Advisory Committee may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror(s) to perform the services/furnish the goods and the Offeror(s) shall furnish the Selection Advisory Committee all such information and data for this purpose as may be requested. The 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 bid 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.

Dinwiddie County Public Schools reserves the right to make the final determination of responsible Offerors and to waive informalities and/or

irregularities (*Section B § 2.2-4319 of the Code of Virginia, as amended*) and to accept or reject any or all offers. (*Section B § 2.2-4319 of the Code of Virginia, as amended*)

Proposals shall be as thorough and detailed as possible so that the Selection Advisory Committee (SAC) can properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm. Dinwiddie County Public Schools reserves the right to award to multiple Offerors.

8.2 Identification of Proposals

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 – **January 9, 2024 at 10:00 a.m.**
- RFP Number – **RFP #23-121223**
- RFP Title – **Special Education Comprehensive Review**

The envelope should be addressed to:

Attn: Brenda Austin
Dinwiddie County Public Schools
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@dcpsnet.org
- Subject Line - **RFP #23-121223 Special Education Comprehensive Review**

8.3 Clarification of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact Brenda Austin, baustin@dcpsnet.org **by e-mail no later than 10:00 a.m. Tuesday, December 19, 2023. Please reference RFP #23-121223 in the subject line.** Any revisions to the solicitation will be made by issuing a written addendum which shall be posted on Dinwiddie County Public School's website's Purchasing Page at <http://www.dinwiddie.k12.va.us> *Departments-Finance-Purchasing-Current Solicitations*.

8.4 Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified by written notice received from 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 must be signed by the person making the modification or withdrawal.

8.5 Receipt and Opening of Proposals

It is the responsibility of the Offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered or opened.

In the event the Dinwiddie School Board Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipt of proposals, the receipt of proposals date will default to the next open business day at the same time.

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 Dinwiddie County Public Schools 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 Dinwiddie County Public Schools, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/services quoted at the prices states and in accordance with the conditions

of said accepted bid/proposal. Dinwiddie County Public Schools 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.

8.6 Basis for Award

The Selection Advisory Committee will utilize the criteria listed below to determine those Offerors to be considered for interviews and/or potential negotiations based on the consensus of the SAC. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

- Specific plan or methodology to be used to perform the services
- Experience and qualifications of company and personnel assigned to project
- Analysis Understanding and Approach
- Assessment Plan including proposed timeline for completion
- Cost Estimate
- Responsiveness and completeness of the proposal
- References

Dinwiddie County Public Schools reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award a contract deemed to be in the best interest of Dinwiddie County Public Schools. DCPS is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, §2.2-4359D*).

Should the Selection Advisory Committee 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.

8.7 Negotiations

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so, stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor.

After negotiations have been conducted with each offeror so selected, the Selection Advisory Committee shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

8.8 Announcement of Award

Dinwiddie County Public Schools will announce award of a contract or Notice of Intent to Award a contract on the Division website at <http://www.dinwiddie.k12.va.us> *Departments- Finance-Purchasing-Current Solicitations*. Subject to the provisions of *Code of Virginia Section 2.2-4360*, any offeror who desires to protest the award of a contract(s) or decision to award a contract(s) shall submit such protest in writing to the attention of Brenda Austin, 14016 Boydton Plank Rd, P O Drawer 7, Dinwiddie VA 23841 (baustin@dcpnet.org) no later than ten (10) days after the announcement of the award of a contract(s). Such protest shall be clearly identified as a protest and shall include the basis for the protest and the relief sought.

8.9 Notice to Proceed

No work shall be performed under this contract until the chosen Vendor has been contacted by the Project Manager or such person or persons as authorized by Dinwiddie County Public Schools. A list of authorized personnel will be provided to the successful Vendor. Any and all work performed without such approval shall be considered to be unauthorized work, will not be compensated for, and may be considered grounds for cancellation of contract.

8.10 Contract Documents

The contract entered into by the parties shall consist of the Request for Proposals, the proposal submitted by the Offeror; General Terms and Conditions, the Special Terms and Conditions; the specifications; the scope of services; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the Contract Documents.

All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

8.11 No Contact Policy

Any contact initiated by any Offeror with any Dinwiddie County Public Schools representative or County representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such

unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

9.0 REPORTING AND DELIVERY INSTRUCTIONS

Once a contract has been awarded, all communication and documentation for the project shall be directed to the Project Manager: Dr. Amanda Clay, Chief Academic Officer, Dinwiddie County Public Schools, 14016 Boydton Plank Road, Dinwiddie, VA 23841, (804) 469-4190, email aclay@dcpsnet.org

10.0 INVOICES & PAYMENTS

10.1 INVOICES

Invoices will be received based on a negotiated timeline. All invoices are to be sent to the Project Manager: Dr. Amanda Clay, Chief Academic Officer, Dinwiddie County Public Schools, 14016 Boydton Plank Road, Dinwiddie, VA 23841, or emailed to aclay@dcpsnet.org

10.2 EXTRA CHARGES NOT ALLOWED

The prices shall be for completion of requested services, ready for DCPS and the public's use, and shall include all applicable labor, supervision, equipment, installation tools, materials, permits, inspection fees, freight, shipping, handling, travel, mileage, insurance, bonds, expenses, overhead, profit, discount and all else necessary as specified herein; extra charges will not be allowed unless specifically approved in writing by Dinwiddie County Public Schools.

10.3 PAYMENT

Payment will be made within thirty (30) days after receipt of accurate invoice detailing the services performed during the previous month.

11.0 GENERAL TERMS AND CONDITIONS

11.1 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.

11.2 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 contractor. 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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 Public Schools. Failure of the Dinwiddie County Public Schools 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.

11.7 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.

11.8 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

11.9 COPYRIGHTS/PATENTS, ETC.:

The Contractor/Vendor guarantees to hold Dinwiddie County Public Schools, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted 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.

11.10 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

11.11 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.

11.12 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.

11.13 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 and is accepted by Dinwiddie County Public Schools and/or completion is accepted by Dinwiddie County Public Schools or from date correct invoice is received by Dinwiddie County Public Schools, whichever is the later date.

11.14 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.

11.15 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.

11.16 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

11.17 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.

11.18 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.

11.19 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's 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

11.20 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.

11.21 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 Public Schools, become Dinwiddie County Public Schools property and shall be delivered to and remain the property of Dinwiddie County Public Schools upon completion of the work or termination of the Contract. Dinwiddie County Public Schools 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 Public Schools shall be returned to Dinwiddie County Public Schools 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 Public Schools and shall be sent to Dinwiddie County Public Schools upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County Public Schools. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

11.22 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 Public Schools 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 Public Schools of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

11.23 To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County Public Schools 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 Dinwiddie County Public Schools 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 Public Schools, 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 Public Schools.

12.0 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.

13.0 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.

14.0 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

In order to contract with Dinwiddie County Public Schools, 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 Public Schools may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section

15.0 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 Dinwiddie County Public Schools. 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.

16.0 TAXES

Sales to Dinwiddie County Public Schools 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 Dinwiddie County Public Schools 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.

17.0 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.

18.0 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 Dinwiddie County Public Schools by any other clause of this solicitation. Dinwiddie County Public Schools 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 Dinwiddie County Public Schools. Dinwiddie County Public Schools decision of approval or disapproval of a proposed product shall be final.

19.0 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.

20.0 ANTICIPATED SCHEDULE

The following represents an outline of the process currently anticipated by Dinwiddie County Public Schools.

- | | |
|--|----------------------------|
| • Request for Proposal advertised | December 12, 2023 |
| • Cut-off for Questions | December 19, 2023 10:00 am |
| • Proposals due in School Board Office | January 09, 2024 -10:00 am |
| • Oral Presentations to be conducted | January 19, 2024 -TBD |
| • Notice of Intent to Award Contract | February 02, 2024 |
| • Contract Award | February 13, 2024 |
| • Review to Begin | February, 2024 |

21.0 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.

21.0 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

Conduct a Special Education Comprehensive Review 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

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 _____