

County of Henry

P.O. BOX 7
COLLINSVILLE, VIRGINIA 24078-0007
<http://www.co.henry.va.us/>

TELEPHONE (276) 634-4670
FAX (276) 634-4535



MEMBER OF
VAGP
NIGP

PURCHASING DEPARTMENT

**OCTOBER 30, 2014
REQUEST FOR PROPOSAL
RFP # 14-11103-A146
HENRY COUNTY PURCHASING DEPARTMENT**

The Henry County Schools solicits firms to submit proposals for “Related Services Provider.” The original and **three (3) submittals (**FOR A TOTAL OF FOUR (4) PROPOSALS**), marked “Related Services Provider” RFP #14-11103-A146 will be received in a sealed envelope not later than **3:00 p.m., Local Prevailing Time, November 10, 2014, in the:****

**Purchasing Department, Room 210
Attn: Carole Jones, Chief Purchasing Agent
Henry County Administration Building
P.O. Box 7 (Postal Service)
3300 Kings Mountain Road (UPS or FedEx)
Collinsville, VA 24078-0007**

Facsimile and/or electronic proposals will not be accepted. Proposals received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

On the contrary, all responsible firms, local, faith-based, minority-owned and female-owned are encouraged to submit a proposal.

The County/PSA reserves the right to reject any or all of the proposals, to waive informalities and to award in part or in whole any or all proposals. Any proposal submitted **MUST** be signed by an individual authorized to bind the offeror.

RFP #14-11103-A146

Enclosed is a ***“Proposal Requirements and Non-Collusion Statement”*** that must be signed and returned with the proposal or proposal may be rejected.

If you desire not to quote on this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address. Otherwise, your name shall be removed from our bidders list after three (3) non-responses.

Contract Period

A notice of award will be signed and publicly posted once this RFP has been approved. The date on the notice of award will be when the RFP becomes effective (not date of service). Initial contract shall be for the contract terms and future contracts indicated on page 7 of this RFP. Under the VA Procurement Act, the County/PSA reserves the right to negotiate extending this contract for not more than one (1) additional year after original contract terms. **The above terms shall override any other written terms in this RFP and/or verbal comments made during negotiations, unless authorized by Chief Purchasing Agent.**

Piggy Back Clause

This contract shall be available for piggy backing for any other state and local agency or government agency.

ILLEGAL ALIENS

Vendor promises they will not hire illegal aliens. By signing this proposal document the vendor confirms this promise.

CONTACT FOR THIS RFP:

Please contact Rebecca Wells at rwells@henry.k12.va.us for any questions pertaining to this RFP.

SPECIAL TERMS AND CONDITIONS

During the performance of any contract awarded pursuant to this RFP, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the operation of the contractor. The Contractor agrees to post in conspicuous places, available to provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed 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 regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor shall include in provisions of the foregoing paragraph A, B, and C in every subcontract or purchase order over \$5,000 so that the provisions will be binding upon each subcontractor or vendor.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Futhermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE/PRINT) _____

TITLE _____

DATE _____

TELEPHONE() _____

FAX() _____

RFP# 14-11103-A146

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDING A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this RFP# **14-11103-A146** for **Related Services Provider for Henry County Schools**.

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Bidders Company Name _____

Bidders Authorized Signature _____ **Date:** _____

Bidders Telephone # _____ **Federal ID #** _____

*Note- Add a separate sheet if you need additional space for subcontractors

**Henry County Schools
Department of Special Education
Request for Proposal for Related Services Provider**

You are invited to submit a proposal for provision of related services in the areas of Orientation and Mobility, Autism, Assistive Technology, and Hearing Interpreting in accordance with the conditions listed below.

1. **Responsibilities:**

Henry County is in search of a qualified provider for related services to eligible students ages Preschool through High School who require orientation and mobility, autism, assistive technology, and hearing interpreting. Knowledge of the requirements of IDEA and the Virginia Guidelines for the services is a must. Also of benefit is experience working in the school environment to accommodate various student/teacher schedules. We are very interested in a provider with an understanding of the special education referral and evaluation process as well as the responsibilities associated as being a member of the student's Individualized Education Plan (IEP) team to provide progress reports and recommendations. We are interested in a provider who can provide services from a school-based perspective at an affordable cost. We would also expect the therapists/service provider to follow school division policies and procedures and assure student confidentiality. The contractor must provide documentation of the service provider's or therapist's qualifications and licensure and proof of liability and malpractice insurance.

2. **Evaluation and Award Criteria:**

Evaluation Criteria: Proposals shall be evaluated by the school evaluation committee using the following criteria:

Evaluation Criteria

- a) Amount/type of services
- b) Qualifications/
Ability to Perform
- c) Rate
- d) References

3. **Award of Contract:**

Selection shall be made of one or more offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors identified above. Negotiations shall be conducted with the offeror(s) selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror(s) selected, the special education director shall select the offeror(s) who has made the best proposal, and shall award the contract to the offeror(s). The director reserves the right to make an award(s) for service type deemed in its best interest. The director may reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia). Should the director determine in writing and in his/her 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the contractor's proposal as negotiated.

4. **Duration of the contract:**

The contract will be awarded starting December 15, 2014 until June 30, 2015, with the option, at the discretion of the director, to renew for an additional four, 1-year fiscal terms. The contract may be terminated for cause at the end of the contract fiscal year without recourse to the school or school division. A thirty (30) day written notice from the school system shall serve as notice of termination of the contract. The County reserves the right to award this contract in whole or in parts to multiple vendors. The director will award a contract referencing all related documents corresponding to this solicitation. Under no circumstances shall the director sign or execute any subsequent vendor form.

5. **Other Conditions:**

- a. Henry County Schools reserves the right to purchase other than low price, to accept alternates, or to reject any or all proposals.
- b. Modifications in program design will be agreed upon in writing by the director.
- c. Prospective providers should submit in writing a plan of action detailing the implementation process and assessment tools to be used, within the time framework of the school year, for both students and staff training.
- d. Prospective individual(s) should present evidence of expertise of orientation and mobility, autism, assistive technology, and hearing interpreting.

- e. Prospective individual(s) should detail short and long range goals for acquired mastery levels.
- f. Henry County Schools will be responsible for billing for Medicaid services; however, prospective individual(s) will provide Henry County with written parental consent forms and Plans of Care in order to obtain Medicaid reimbursements.
- g. Prospective service providers will provide services according to guidelines established by Henry County Schools. Providers will adhere to Henry County Schools' policies and Virginia Department of Education regulations pertaining to the provision of services.
- h. Prospective individual should submit proposal outlining cost of service provided with mileage cost built into proposal (no other travel expenses will be accepted).
- i. Individual therapists/service providers would be required to maintain confidential student records, as required by Henry County Schools.
- j. Henry County Schools reserves the right to withhold payment on invoice(s) submitted when required paperwork has not been completed for student(s) receiving services by the established timelines which could result in the denial of FAPE for a Henry County student.
- k. Late fee(s) will be waived when/if invoices are not submitted in a timely manner to allow processing by Henry County Schools payroll department.
- l. Prospective individual(s) will be prepared to provide services on the first regular instructional school day.