

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
May 11, 2011**



REQUEST FOR PROPOSAL #11-0232

**ONLINE INSTRUCTION SERVICES FOR THE OFFICE OF
HOMEBOUND INSTRUCTION**

DUE: JUNE 1, 2011

*Request For Proposal Prepared By
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Senior Contract Officer
Purchasing Department
www.chesterfield.gov/purchasing*

1. PURPOSE

The purpose of this Request For Proposal (RFP) is to solicit qualified and interested firms to submit proposals to establish a contract through competitive negotiation for services and equipment necessary to provide online instruction to, and for, students that are unable to attend classes at Chesterfield County Public Schools.

The County intends to enter into a contract with a single provider for the services and only proposals from full service providers offering both equipment and services will be considered for award.

2. GENERAL TERMS AND CONDITIONS

2.1 Proposal Submission Information

Submittals, in **(1) original, (5) copies**, marked **"Online Instruction Services For The Office Of Homebound Instruction"** will be received no later than **5:00 P.M.**, Local Time Prevailing, on **June 1, 2011**, in:

Chesterfield County Purchasing Department
9842 Lori Road, Suite 101 (Court Square)
Chesterfield, Virginia 23832-0001
Monday-Friday, 8:30 a.m. – 5:00 p.m.

2.2 Express Delivery Service

Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**

2.3 RFP Delivery Identification

Mark outside of envelope with **RFP #11-0232** and proposal subject, **"Online Instruction Services for the Office of Homebound Instruction"**.

2.4 Missed Deadlines

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 2.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

2.5 County Closure

In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.

2.6 Disability

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.

2.7 Competition

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to award in part, in whole, and/or to award to multiple contractors, or to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

2.8 Signature Sheet

Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

2.9 RFP Process

Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Offeror is requested to respond to each section/subsection in the order in which it appears in the RFP.

2.10 Award Information

For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing

2.11 Proprietary Information

Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Proposals not in compliance with section 2.2-4342 F will be subject to disclosure.

2.12 Total Quality Improvement Initiative

In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should

review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Request for Proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

2.13 The County's Definition of Total Quality Improvement

TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

2.14 Chesterfield County's TQI Mission Statement

Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

2.15 Commitment to Diversity and Chesterfield Businesses

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success

of its purchasing and contracting efforts in this endeavor.

Definitions:

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-4310*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

2.16 Cooperative Procurement (Use of this contract by other public bodies)

This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA). Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

2.17 Non-Appropriation

The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.

2.18 Choice of Law and Venue

Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the contractor, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws.

2.19 Termination

It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.

2.20 Modification

The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.

2.21 Nondiscrimination Clause

In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

- A. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.
 - 2. 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.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2.22 Right To Audit

Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written

contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

2.23 Drug Free Workplace

During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. 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 or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

2.24 Environmental Management

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the General Services Environmental Division at (804) 717-6531.

2.25 Faith-based Organization

Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.

2.26 Finance Charges

Chesterfield County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.

2.27 Contractor Background Checks

In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The

County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.

2.28 Sensitive Information Handling

Any information in the possession of the county/schools which is specific to an employee, student, citizen, county/school business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology / county Information Security Manager and Chief Information Officer or designees.

2.29 Precedence of Terms and Conditions

Any and all Special Terms and Conditions contained in this Request for Proposal that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.

2.30 Vendor Rewards/Gift Programs

It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County.

If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

2.31 Illegal Aliens

In accordance with the *Code of Virginia*, Section 2.2-4311.1, the Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

2.32 Addenda

Any changes or supplemental instructions to this Request for Proposal shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at www.chesterfield.gov/purchasing. Each offeror is responsible for determining that all addenda

issued have been received. All addenda so issued shall become part of the RFP and any resulting contract documents.

3. SPECIAL TERMS AND CONDITIONS

3.1 Insurance Requirements

The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid/proposal.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

- | | | |
|----|------------------------------|--|
| a. | Commercial General Liability | \$1,000,000 Combined Single Limit per occurrence |
| b. | Automobile Liability | \$1,000,000 Combined Single Limit per occurrence |
| c. | Workers' Compensation | Virginia Statutory limits |
| d. | Employers' Liability | \$100,000 each accident, each disease |

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County as an additional insured. This requirement may be met by placing the following language on the Certificate. Many certificates have a space headed "OTHER" where the language may be inserted as follows:

Chesterfield County is additional insured or that Chesterfield County is additional insured with respect to General Liability;

The insurance certificate must also contain a required statement concerning notice of cancellation or other change in coverage. The statement used on some certificate forms is not acceptable. The statement, which is required by the contract documents, shall read as follows:

Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County.

The cancellation clause shall be modified by striking the words 'endeavor to' in the second line and

by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the company.'

OR, in lieu of modifying the cancellation clause, Chesterfield County may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.

The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P. O. Box 51, Chesterfield, VA 23832-0001
IFB/RFP No. 11-0232

Certificate of Insurance must have an authorized signature.

3.2 Proposal Submission Instructions

In order to facilitate the analysis of responses to this RFP offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal response so that it contains individual tabs/sections detailing proposed services.

- A. Offerors responses should be prepared as simply as possible with straightforward, concise descriptions of the capabilities to satisfy the requirements of this RFP.
- B. Expensive bindings, color displays, promotional materials, demo CDs etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
- C. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. 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.

3.3 Contact with Students

As required by Section 22.1-296.1 of the Code of Virginia, Offerors who will provide services that will place contractor or contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

3.4 HIPAA Compliance

The Contractor shall comply with privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3.5 Test / Inspection

The County reserves the right to conduct any test / inspection it may deem necessary to ensure that services conform to the requirements.

3.6 Contract Term

The initial contract period will be from July 1, 2011 through June 30, 2012.

3.7 Renewal of Contract

The resulting contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

- A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.
- B. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase/decrease of Table 4 "Other Services" category of the Consumer Price Index (CPI) of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be <http://www.bls.gov/cpi>.

3.8 Negotiating Contract Reductions

The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the contractor a reduction in the compensation paid to the contractor that is less than the compensation initially agreed to by the contractor and the County at the time of contract execution. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of the contract, the County may terminate the contract immediately and without penalty if the County is unable to renegotiate the compensation with the contractor to an amount which the County determines to be appropriate.

3.9 Termination For Convenience

Chesterfield County shall have the right to terminate at Chesterfield County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Chesterfield County.

4.0 BACKGROUND

The Chesterfield County Public School System has approximately 350 students currently utilizing

homebound instruction services due to (1) physical or emotional disability, (2) an Individual Education Plan (IEP) Committee has determined that homebound instruction is the appropriate placement option, or (3) long term suspension.

5.0 SCOPE OF WORK

The Contractor will be responsible for providing all labor, supervision, materials, and equipment to provide online homebound instruction services. The services should include, at a minimum:

- A. All necessary forms and documentation to the parents or legal guardians of each student providing permission for use of the internet for instructional purposes only and to be filed in the Office of Homebound Instruction.
- B. Internet service through a contractor owned server and not a County server.
- C. Flexible scheduling of classes.
- D. Instruction with certified teachers in appropriate subject matter.
- E. The capability to have assessments posted from the home to the Contractor facility through electronic format.
- F. The capability to have grading and posting of assignments completed by 8:00 a.m. on the last day of the current grading period.
- G. Submission of Current reports, updates, grades, etc. to the schools and Office of Homebound Instruction.
- H. Maintenance and access for the online registration and student record system.
- I. Real time instruction with instructors / teachers and students using headsets and whiteboards.
- J. Staff to communicate and coordinate assignments at any instructional time period during the school year.
- K. Technology to test students on materials covered or make arrangements for a staff member to administer exams and standardized tests when appropriate.
- L. Providing the Office of Homebound Instruction the equipment necessary to enter the online instructional sessions as they occur and access to online database and student progress notes for all homebound students whether they are instructed online or not.
- M. Providing and maintaining a secure database environment for all student information stored by the Contractor which meets all applicable privacy and confidentiality requirements and mandates.
- N. Reports of student progress/grades should be posted at the end of each marking period and interim, based on the dates provided from the Office of Homebound Instruction.
- O. All teachers should be certified in the content area of the course.
- P. Contractor will be expected to provide "real time" access for class instruction and have the content of a total class posted.

- Q. Contractor will be expected to submit invoices for work done by the last working day of the month.

6.0 DETAILED SUBMITTAL FORMAT

- A. Introduction letter, signed signature page and addenda acknowledgement, if applicable.
- B. A written narrative statement addressing issues to include:
 - 1. The name, address, telephone number, fax number, email address, home page, office hours, number of employees and years in business of the company offering services.
 - 2. The name and telephone number of a point of contact for the offering company.
- C. Synopsis describing the methods, processes and procedures to be followed for the provision of equipment distribution and services. A sample of the forms, instruments, documents, listing of all equipment to be provided, etc. should be included.
- D. A written narrative demonstrating the specific capabilities and experience with, and successful completion of, similar contracts. This section should include number of clients served and resumes of only those individuals that would be providing services under this contract.
- E. A written narrative that addresses the ability to provide the services listed in section 5.0, Scope Of Work.
- F. A detailed breakdown, by services and equipment, of all proposed costs included in the hourly rate and associated with the work to be performed.
- G. A detailed breakdown of services to be included along with annual maintenance.
- H. Provide narrative clearly defining the roles and responsibilities of all contractor staff as well as all roles, responsibilities and expectations of the County by the Contractor.
- I. Any additional services, equipment, features etc. available but not listed within the scope of services herein.
- J. Description of the security policies in force and maintained to ensure confidentiality and privacy of all records.
- K. Include a section that addresses the evaluation criteria listed in Section 9.1.

7.0 COUNTY RESPONSIBILITIES

The County shall:

- A. Provide to Contractor all information in possession of the County which relates to the County's requirements for the project or which is relevant to the project.
- B. Assist the Contractor in obtaining permission to enter upon public or private property as required for Contractor to perform its services. The County will also furnish suitable locations

for meetings, interviews and / or appointments with the contractor and appropriate contact information with the members of the County.

- C. Examine all studies, tests, results, sketches, drawings, specifications, proposals, and other documents presented by the Contractor.
- D. Designate a person to act as the County representative with respect to the services to be performed under any resulting contract. Such person shall have the authority to transmit instructions, receive information, interpret and define County policy and decisions pertaining to the Contractor's services.

8.0 ADDITIONAL SERVICES

Throughout the original contract term and any subsequent renewal, the Contractor may be utilized, at the sole discretion of the County, to provide additional enhanced services within the scope of the original contract. Rates/cost for additional services shall be negotiated between the parties, however, they shall not be greater than those usual and customary rates charged for the same or similar services.

9.0 EVALUATION CRITERIA

- 9.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for demonstrations and/or negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

- A. Qualifications of the Offeror
- B. Approach/ methodology / implementation plan
- C. Capabilities and features of the proposed services and the degree to which the proposed services meet the needs of the County.
- D. Reporting Capabilities
- E. Cost

10.0 AWARD PROCEDURE

- 10.1 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 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 negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the County 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.

11.0 REFERENCES

- 11.1 All offerors shall include a list of a minimum of three references, from similar projects/contracts completed/held within the last five years, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include client's name and contact person's email address and phone number for each reference provided.
- 11.2 References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

12.0 INQUIRIES

- 12.1 Any questions which may arise as a result of this solicitation may be addressed to Bridgette King, Senior Contract Officer, at (804)748-1913, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

13.0 PRICING SCHEDULE

Offerors are requested to provide an hourly rate for service proposed. This rate should include all costs associated with the work to be performed.

DESCRIPTION	HOURLY RATE PER STUDENT	ESTIMATED NUMBER OF HOURS	ESTIMATED NUMBER OF STUDENTS	TOTAL ANNUAL AMOUNT
Homebound Online Instruction	\$ _____	520	350	\$ _____

Annual Maintenance Fee (Years 2 – 5): \$ _____

Grand Total Annual Amount: \$ _____

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #11-0232**.

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, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield. Furthermore, offeror is in compliance with the *State and Local Government Conflict of Interests Act 2.2-3100*, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

Complete Legal Name of Firm: _____

Address: _____

Federal Tax ID Number: _____

Signature of Authorized Representative: _____

Typed Name and Title: _____

Please provide the primary contact person for questions and concerns relative to this project:

Contact Name and Title: _____

Phone: (____) _____ **Fax:** (____) _____ **Email:** _____

We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting proposals will receive equal consideration.

Minority-Owned Business: Yes _____ No _____

Women-Owned Business: Yes _____ No _____

Chesterfield Business: Yes _____ No _____