COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP # 16-1267-9EF**

DEPARTMENT OF FINANCE

CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

**October 3, 2016**

**REQUEST FOR PROPOSAL**

**RTI READING AND/OR WRITING (6-12) DIGITAL CURRICULUM for TIER I, TIER II AND TIER III**

**FOR HENRICO COUNTY PUBLIC SCHOOLS**

Your firm is invited to submit a proposal for an annual contract(s) to provide RTI Reading and/or Writing (6-12) Curriculum Tier I, Tier II, and Tier III in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **eleven (11)** additional copies marked, **“RTI Reading and/or Writing (6-12) Curriculum Tier I, Tier II, and Tier III "**, will be received no later than **2:00 p.m., November 4, 2016, by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

**8600 Staples Mill Road - NEW LOCATION** P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico Purchasing website at** [**http://henrico.us/purchasing/**](http://henrico.us/purchasing/)

To receive an email copy of this document, please send a request to: **fal51@henrico.us**

Time is of the essence and any proposal received after **2:00 p.m., November 4, 2016**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

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 of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is Purchasing Director.

Technical questions concerning this Request for Proposal should be submitted to Eileen Falcon at [fal51@henrico.us](mailto:fal51@henrico.us) no later than **October 14, 2016**.

Very truly yours,

Cecelia H. Stowe, CPPO, C.P.M.

Purchasing Director

Eileen Falcone

Procurement Analyst III

804-501-5637

8600 STAPLES MILL ROAD/P O BOX 90775/HENRICO VA 23273-0775

(804) 501-5660 FAX (804) 501-5693

NON PROFESSIONAL

REVISED AUG 2015

REQUEST FOR PROPOSAL

**READING AND/OR WRITING (6-12) DIGITAL CURRICULUM TIER I, TIER II AND TIER III**

**HENRICO COUNTY PUBLIC SCHOOLS**

**I. INTRODUCTION:**

The purpose of this request for proposal (RFP) is to solicit sealed proposals for Henrico County Public Schools (HCPS) to provide an annual contract(s) to provide reading and/or writing program options that include specific research-based instructional and intervention materials to be used to support students in grades 6-12, to include exceptional education students, general education students, and English language learners (ELL). The primary purpose of this RFP is to enhance instruction for students demonstrating deficits in reading and/or writing or students with documented learning disabilities by providing system-wide (6-12) evidence-based instructional materials and to train teachers to support student learning in reading and/or writing. Training and high quality materials will enable teachers to assist students to close achievement gaps in reading and/or writing skills. Proposals for resources should allow for flexible delivery of instruction in a variety of classroom settings. The RFP will result in the establishment of a contract(s) that will provide the means to develop a matrix of approved program options and satisfy HCPS’s purchase of Tier I, Tier II and Tier III reading and/or writing materials, reading and/or writing intervention materials and/or specialized instruction materials for students with disabilities.

The materials provided must be in a digital or blended learning format. Programming may contain elements of teacher directed learning, or be solely student-centered. The content should be rich in multimedia, interactive in nature, and sufficiently compelling to lead the student in a self-directed manner.

The primary focus for intervention will be students who have reading and/or writing skills “below age level, below grade level, or below established benchmark measures” according to HCPS data analysis, and are in need of Tier I, Tier II or Tier III interventions in a “Response to Intervention” (RTI) model. Students may also already be identified as having a specific learning disability in the area of reading. Options for materials and strategies provided will be consistent across all schools at each level within HCPS. Training and high quality materials will enable teachers to assist students to close achievement gaps in reading and/or writing skills.

The secondary focus will be to obtain digital materials for instructional use in the classroom. These materials may fall into any of the tiered categories. HCPS provides all students in grades 6-12 laptop computers. Digital resources are an important part of our student-centered 21st century instruction.

In Tier I instruction, all students receive research-based instruction and programs based on the curriculum standards of the state and district and most students (80-85% or more) learn successfully. Progress is regularly monitored during Tier I instruction; usually at the beginning, middle and end of year to determine progress and identify those who need intervention. Intervention at Tier I is typically provided by the classroom teacher.

Students whose progress falls below an established benchmark in Tier I instruction are provided supplemental small group support specific to areas of difficulty through Tier II intervention. Approximately 10 to 15% of students may need this additional level of specific skill support. Progress is assessed through weekly or bi-weekly measures, charted, and monitored to determine if the progress made is sufficient.

A very limited number of students (5-7%) may require Tier III instruction. Tier III interventions provide more time and resources to develop academic or behavioral skills of particular students. Interventions must be scientifically based with progress monitored through weekly or bi-weekly measures and the length and intensity of support may vary. Students who do not demonstrate sufficient progress in Tier III instruction may be considered for further evaluation.

Students who have been identified with disabilities, and require access to specialized instruction utilizing evidence-based strategies and programming will also be accessing these materials and programs. Programming will need to be diverse in order to address the specific needs of individual students, and to provide division professionals with a menu of approaches in order to provide students with the best instructional match.

**II. BACKGROUND:**

HCPS is a large metropolitan school district with over 50,000 students in 73 schools for the 2016-17 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers and one preschool. Approximately 3,800 teachers work in the system at this time.

Services for our exceptional education students in public school are provided in the general education and exceptional education settings specific to the needs of each student. This solicitation is intended to assist exceptional education and general education by providing intervention strategies to remediate students who are academically below their age level or grade level peers or fail to meet expected benchmarks in the area of reading and/or writing. A range of intervention materials and strategies are needed for meeting the continuum of exceptional education, ELL, and general education student needs across all grade levels (6-12) to support and align with Tier I curriculum content (VA SOLs) and the findings of the National Reading Panel.

**Students to be served**:

Approximate estimates at each level based on percentages indicated (see Section I. Purpose and Intent for explanation of percentages):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **# Enrolled** | **85% success** | **Tier II- 10%** | **Tier III- 5%** |
| **Middle School** | 11,603 | 9,911 | 1,128 | 564 |
| **High School** | 14,748 | 12,536 | 1,475 | 737 |

**III. SCOPE OF SERVICES:**

**A.** **General Requirements:**

The Successful Offeror(s) shall provide all labor materials and supervision necessary to provide the following:

1. Provide a solution that has the capability of content scaffolding to include a tiered approach and acceleration for students who need additional help with reading and/or writing skills and those who need to demonstrate reading and/or writing gains of one or more than one year.

2. Provide a solution where the digital content can be created with an Internet consumer in mind rather than a traditional textbook consumer. As such, the content must be rich in multimedia, interactive in nature and sufficiently compelling to lead the student in a self-directed manner.

3. Intervention materials shall be systematic and simple in design, addressing one or more of the big areas of reading (comprehension, fluency and vocabulary) and/or writing (grammar) and support a variety of instructional settings.

4. Instructional materials for students receiving interventions will include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments. The materials provided shall be in a digital or blended format.

5. Proposals for reading and/or writing intervention programs should cover Tier I instruction, remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and/or writing (fluency, grammar and structure). Proposals should also include programs which offer comprehensive literacy support for our neediest students.

6. Offeror’s proposal shall provide evidence of research demonstrating the validity of the techniques, materials, and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel.

7. Materials used for Tier II Intervention should target improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is ***not*** an SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

8. Materials used for Tier II or III Intervention may not be grade level specific in order to provide intervention that meets the instructional level of each student.

9. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

10. Materials should provide opportunities for differentiation to include intensive, explicit, and systematic instruction. These materials should be targeted to specific to the three big areas of reading (comprehension, fluency and vocabulary) and/or writing (grammar).

**B.** **Progress Monitoring**

Offerors shall describe program specific progress monitoring available. While program specific progress monitoring is desired, HCPS continues to monitor student progress using a progress monitoring tool that is independent of the students’ curriculum/interventions.

**C. User Interface**

1. Browser Support
   1. The digital reading and/or writing intervention resource shall have compatibility with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Firefox, and Chrome browsers. The digital reading and/or writing intervention resource must maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
   2. The digital reading and/or writing intervention resource shall only require standard browser plugins.
2. The digital content shall be primarily delivered via the Internet over wireless LANs and/or modem to the client’s browser.
3. The digital reading and/or writing intervention resource shall provide an intuitive user interface that allows for ease of use by teachers and students.
4. The digital reading and/or writing intervention resource shall be flexible for use in a variety of educational settings such as whole group, station activities, small group collaboration and individual student work.
5. The digital reading and/or writing intervention resource shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS.

**D. Integration**

1. The digital reading and/or writing intervention resource shall provide methods for user account administration that are easy to use and maintain.
2. The digital reading and/or writing intervention resource shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the offeror’s application. The preferred solution is support for LTI SSO in support of the offeror’s LTI integration and ADFS (Microsoft based Single Sign On) if there are requirements for users to access the application directly through the offeror’s site. HCPS also supports LDAP as a method of authentication and authorization.
3. The digital reading and/or writing intervention resource shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.
4. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of offeror specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-offeror specific protocols:
5. SIF - Student Information framework
6. Exchange of information through Clever - a third party vendor for exchanging common data for school systems
7. The selected offeor(s) will be responsible for ensuring API integration with our SIS, PowerSchool
8. File exchange to a offeror supported sftp server

5. The proposed data exchange solution must be described in detail in the offeror’s

response.

**E. Accessibility**

The digital reading and/or writing intervention resource must comply with the [Information Technology Accessibility Act (](https://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+TOC02020000035000000000000)Code of Virginia - 2-2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities. (Accessibility for Varying Students (needs of varying students and web accessibility issues)

**F. Infrastructure and System Administration**

1. The digital reading and/or writing intervention resource shall be deployed on servers and equipment hosted by the Successful Offeror.
2. Offerors will disclose any third party hosting used to host the digital reading and/or writing intervention solution including the physical location of servers and data.

1. The Successful Offeror will document compliance with all local, state, and federal laws related to student data privacy.
2. Offerors shall describe what types of data encryption is used for stored data and data in-transit.
3. The digital reading and/or writing intervention resource shall neither contain commercial content, nor serve as a vehicle to market goods and services.
4. The digital reading and/or writing intervention resource shall perform effectively given the follow populations of users:
   1. Elementary- approximately 25,000
   2. Secondary- approximately 25,000
   3. Please provide the average bandwidth per student for your product
5. Offerors will disclose the per user bandwidth requirements for their product.
6. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

**G. Computer Software and Network Specifications**

The System shall meet all performance requirements defined in the RFP and be currently compatible with the following computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract. Keeping in mind that school systems require flexibility for technical growth around baseline supported machine(s) and devices operating systems, such as Windows10, Chrome OS and/or Apple OS and iOS. At a minimum beginning with the versions listed below.

1. High Schools – Staff and Student
   1. Software
      1. OS – Window7 SP1 : 64bit
      2. Browsers – Internet Explorer 11 and Google Chrome 50.x+
      3. Java – 1.8.0\_45 or above
      4. Adobe Reader – XI
      5. Adobe Flash Player – 21 or above
      6. Adobe Shockwave – 12.2
      7. Silverlight: 5.5.x
   2. Hardware (Based on Latitude 6430s model):
      1. Dimensions & Weight
         1. Width: 13.19" / 335mm
         2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
         3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
         4. Weight 4lbs
      2. 14-inch HD Display
      3. 128GB SSD Hard Drive
      4. 2.60 GHz Intel i5 Processor-Dual Core
      5. 4GB DDR3 SDRAM
      6. 512K L2 Cache and 3072K L3 Cache
      7. 1600 MHz Front Side Bus
      8. USB Ports
         1. 2.0 - 1 (USB/eSATA combo)
         2. 3.0 – 2
      9. Video output:
         1. VGA
         2. mini HDMI
      10. Video Card
          1. 64MB
          2. 1366X768 - Native Resolution
      11. Network Connections:
          1. Built-in Wireless Card (802.11g/n 1x1)
          2. 10/100/1000 Gigabit Ethernet
      12. Other inputs:
          1. Stereo headphone/Microphone combo jack
          2. Integrated, noise reducing array microphone
          3. Integrated HD video webcam and Dell Webcam Central software
2. Middle Schools – Staff and Student – and Elementary Staff
   1. Software
      1. OS – Window7 SP1 : 64bit
      2. Browsers – Internet Explorer 11 and Google Chrome 50.x+
      3. Java – 1.8.0\_45 or above
      4. Adobe Reader – XI
      5. Adobe Flash Player – 21 or above
      6. Adobe Shockwave – 12.2
      7. Silverlight: 5.5.x
   2. Hardware (Based on Latitude 6440s model):
      1. Dimensions & Weight
         1. Width: 13.31" / 338mm
         2. Height: 1.25” / 38mm
         3. Depth: 9.16” / 232.60mm
         4. Weight 4lbs
      2. 14-inch HD Anti-Glare LED display
      3. 120GB SSD Hard Drive
      4. Intel® Core™ i5 (4310M)
      5. 4GB DDR3 SDRAM
      6. 512K L2 Cache and 3072K L3 Cache
      7. 1600 MHz Front Side Bus
      8. USB Ports
         1. 3.0 – 4
      9. Video output:
         1. VGA
         2. HDMI
      10. Video Card
          1. Intel integrated HD graphics 4600
          2. Optional AMD Radeon HD 8690M with 2GB memory
      11. Network Connections:
          1. Built-in Wireless Card (802.11a/g/n)
          2. 10/100/1000 Gigabit Ethernet
      12. Other inputs:
          1. 2 speakers
          2. Digital microphone
          3. Integrated, noise reducing array microphone
          4. Integrated HD video webcam and Dell Webcam Central software
3. iOS Devices - Elementary and Secondary
   1. Software
      1. iOS version – 9.3.x
      2. Safari browser
   2. Hardware (Based on iPad2)
      1. Dimensions and Weight
         1. Height: 9.50 inches
         2. Width: 7.31 inches
         3. Depth: 0.34 inches
         4. Weight: 1.33 pounds
         5. 1GHz dual-core Apple A5
      2. Display:
         1. 9.7-inch (diagonal) LED-backlit glossy widescreen
         2. Multi-touch with IPS technology
            1. 1024x768 resolution at 132 pixels per inch
      3. 16GB Storage
      4. WiFi (802.11 a/b/g/n)
      5. Bluetooth 2.1+EDR
      6. Built in Camera:
         1. Back camera - video recording, HD; still camera
         2. Front camera - video recording, VGA; VGA still camera
      7. Power and Battery:
         1. 25-watt-hour rechargeable lithium-polymer battery
         2. Charging via power adapter or USB to computer system
      8. Input/Output and Sensors:
         1. 30-pin dock connector port
         2. 3.5-mm stereo headphone minijack
         3. Built-in speaker and microphone
         4. Digital compass
         5. Accelerometer
         6. Gyroscope
   3. Hardware (Based on iPad Mini)
      1. Size and Weight:
         1. Height: 7.87 inches (200 mm)
         2. Width: 5.3 inches (134.7 mm)
         3. Depth: 0.28 inch (7.2 mm)
         4. Weight: 0.68 pound (308 g)
      2. Storage – 16GB
      3. Wi-Fi:
         1. 802.11a/b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz)
         2. Bluetooth 4.0 wireless technology
      4. Display:
         1. 7.9-inch (diagonal) LED-backlit Multi-Touch display with IPS technology
         2. 1024-by-768 resolution at 163 pixels per inch (ppi)
      5. Fingerprint-resistant oleophobic coating
      6. Chip- Dual-core A5
      7. Cameras, Photos, and Video Recording
         1. FaceTime HD Camera
         2. 720p HD video
         3. Backside illumination
         4. Tap to control exposure for video or still images
         5. Photo and video geotagging
         6. iSight Camera
   4. Hardware (Based on iPad Air)
      1. Size and Weight:
         1. Height: 9.4 inches (240 mm)
         2. Width: 6.6 inches (169.5 mm)
         3. Depth: 0.29 inch (7.5 mm)
         4. Weight: 1 pounds (469 g)
      2. Display:
         1. Retina display
         2. 9.7-inch (diagonal) LED-backlit Multi-Touch display with IPS technology
         3. 2048-by-1536 resolution at 264 pixels per inch (ppi)
         4. Fingerprint-resistant oleophobic coating
      3. Chip: A7 chip with 64-bit architecture and M7 motion coprocessor
      4. Wireless
         1. Wi-Fi (802.11a/b/g/n); dual channel (2.4GHz and 5GHz) and MIMO
         2. Bluetooth 4.0 technology
      5. Cameras, Photos, and Video Recording
         1. FaceTime HD Camera
         2. Video Recording
         3. iSight Camera
      6. Connectors and Input/Output
         1. Dual Microphones
         2. 3.5-mm stereo headphone minijack
         3. Built-in speakers
         4. Audio Playback
         5. Frequency response: 20Hz to 20,000H
         6. Audio formats supported: AAC (8 to 320 Kbps), Protected AAC (from iTunes Store), HE-AAC, MP3 (8 to 320 Kbps), MP3 VBR, Audible (formats 2, 3, 4, Audible Enhanced Audio, AAX, and AAX+), Apple Lossless, AIFF, and WAV

**H.** **Professional Development/ Training**

Offerors should include a description of the required training for implementation of programs, as well as options for continued professional development at either the district or school level. Pricing for Professional Development should be clearly defined in the proposal submission. Please include pricing for a county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

1. **Pricing**

1. Offerors will be evaluated and scored on price by the scenario in Attachment G.

2. Offerors shall submit complete pricing options on Attachment H as it relates to the proposed solution.

**IV. COUNTY RESPONSIBILITIES:**

Henrico County Public Schools (HCPS) will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract. HCPS will monitor and support implementation through content area coaches and specialists, RTI Specialist, and Exceptional Education Specialists.

**V. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals distributed October 3, 2016
* Advertised in newspaper October 2, 2016
* Last day to submit questions October 14, 2016
* Receive written proposals November 4, 2016; 2:00 p.m.
* Conduct webinar presentations with Offerors November 2016
* Negotiations completed November 2016
* Contract/installation begins January/February 2017

**VI. GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

**B. Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.

1. The Contract resulting from this RFP is not assignable.
2. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/purchasing/>

**C. Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation**

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

**E. Controlling Law and Venue**

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

**F. Default**

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County’s notice of default.

2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

**H. Drug-Free Workplace to be Maintained by the Contractor** (Va. Code § 2.2-4312)

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-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 or marijuana 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-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.

2. 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 the Virginia Public Procurement Act, 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.

**I. Employment Discrimination by Contractor Prohibited**

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):

(a) 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.

(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.

1. 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.

2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico Public County Schools), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County’s sole negligence.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A)**

**M.** **No Discrimination against Faith-Based Organizations**

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

**N. Offeror's Performance**

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.

4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

**O. Ownership of Deliverable and Related Products**

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

**P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror’s proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror’s normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror’s records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**R. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations**

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County’s internet site at <http://henrico.us/purchasing> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on eBid at [www.ebidexchange.com/henrico](http://www.ebidexchange.com/henrico).

**S. Subcontracts**

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

**T. Taxes**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.

2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract**

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.

1. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **County License Requirement**

If a business is located in Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

1. **Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations.  The Successful Offeror is required to abide by the County’s Environmental Policy Statement:

<http://henrico.us/pdfs/hr/risk/env_policy.pdf> which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror’s personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

**Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any 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 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**AA. CONTRACT PERIOD**

1. The initial contract period shall be from date of award through June 30, 2018. Contract prices shall remain firm for the contract period.

2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.

3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of 5 ½ years.

**BB. TOBACCO-FREE REQUIREMENT**

Henrico County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.   
  
“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

**CC. Contact with Students**

Offerors shall certify that any of its employees or agents who will provide services under the Contract resulting from this procurement and will be in direct contact with Henrico County Public School students on school property during regular school hours or during school-sponsored activities has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Offerors shall cause any of its subcontractors to provide the same certification described herein with regard to the subcontractors’ employees and agents.

**Henrico County cannot award a contract to an Offeror that does not complete the Attachment E as part of their proposal/submission.**

**DD. Conduct**

1. Fraternization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

**VII. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
   1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
   2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
   3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
   4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
   5. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than **October 14, 2016** in writing.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VIII. PROPOSAL RESPONSE FORMAT**:

A. Offerors shall submit a written proposal that present the Offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

B. The Offeror should include in their proposal the following:

1. Table of Contents – All pages are to be numbered

2. Introduction

Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

Proposal Signature Sheet – **Attachment B**

Proprietary/Confidential Information – **Attachment C**

Virginia State Corporation Commission Identification Number Requirement – **Attachment D**

Direct Contact with students – **Attachment E**

Tier II and Tier III Reading and/or Writing Intervention Materials Requirements - **Attachment F**

Pricing Scenario- **Attachment G**

Pricing Options- **Attachment H**

3. Executive Summary

Response to Scope of Services –The Offeror should address each section of the **Scope of Services, Sec. III.A-I** with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.

a. Years in business

b. Experience in upper elementary education market

c. Number of current customers

d. Number of employees proposed for the development and ongoing processes including training

4. References – provide a minimum of three (3) references who could attest to the Offeror’s past performance to provide services similar to those required for the contract. References shall be from other school districts. The list should include contact person’s name, position, telephone numbers, fax number, and if available the e-mail or Internet address. Offerors may not use Henrico County as one of their references. By submitting a proposal, the firm agrees to permit the County of contact the firm’s clients to confirm the quality of past work for those clients.

5. Implementation Plan – Provide a projected schedule for performing key phases of the projects, including estimated time frames, if applicable.

6.Sub-consultants- Information on any sub-consultants that is necessary to provide the services required. Provide name, experience, address, telephone number and qualifications. (If Applicable)

7. Pricing - Provide detailed pricing for all costs associated with providing the materials and services outlined in Section III.

* List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, hourly rates, and reimbursable expenses.
* Include a statement that the Successful Offeror will provide all services as outlined in their proposal.
* Provide all costs as it relates to the proposed solution for the Scenario on Attachment G and the breakdown of pricing on Attachment H.

8. Discuss the firm’s current workload with particular reference to the personnel and other resources being proposed along with staff continuity during the contract period. Provide a statement that the firm has the necessary resources to undertake an engagement of this magnitude and shall have demonstrated an ability to complete projects within the specified completion dates and on budget.

9. Provide a detailed outline and description for the training program that will be offered to County staff as part of the contract.

10. Proposals shall include samples of the instructional materials that will be used.

11. Assumptions - List any assumptions made when responding to the Scope of Services requirements.

12. Exceptions – list any exceptions to the Scope of Services in a separate section of the Offeror’s proposal response and mark section as “Exceptions”.

13. Appendices – Optional for Offerors who wish to submit additional information materials that will clarify their response.

14. State that the firm, if selected, will be available for webinar presentations in November 2016 (date TBD) at the Henrico County Purchasing Office.

15. The Offeror shall submit any agreements to which Henrico County Public Schools may be requested to agree to as part of a final award.

**IX. PROPOSAL EVALUATION/SELECTION PROCESS**:

A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

* 1. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

|  |  |
| --- | --- |
| EVALUATION CRITERIA | WEIGHT |
| **Instructional Requirements:**  ● Extent to which the proposed solution satisfies the RFP’s functional requirements  ● Extent to which the proposed solution satisfies the RFP’s technical requirements  ● Reporting capabilities  ● Ease of use by students, teachers and administrators  ● Evidence of research demonstrating the validity of the techniques, materials, and interventions presented | 40 |
| **Experience and Qualifications of Firm and Proposed Staff**  ● Overall stability of firm, including fiscal stability  ● Experience with 6-12 environment  ● Prior successful experience completing work of similar magnitude  ● References (3) from other school divisions  ● Implementation plan  ● Technical experience and professional competence | 15 |
| **Training and Support:**  ● Quality of training and support  ● Offeror’s current workload and ability to complete required work within HCPS schedule | 20 |
| **Price** | 20 |
| **Quality of proposal submission/oral presentations** | 5 |

1. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. 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(s) so selected, the County shall select the Offeror(s), which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). 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 that 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 the solicitation and the Offeror’s proposal as negotiated..

**ATTACHMENT A**

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than “A-“ with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

**Workers’ Compensation**

Statutory Virginia Limits

Employers’ Liability Insurance - $100,000 for each Accident by employee

$100,000 for each Disease by employee

$500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

NOTE 1: The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total $3,000,000 per occurrence. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**Attachment B**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |
| MY/OUR VIRGINIA ARCHITECT/ENGINEERS REGISTRATION NUMBER IS: |

Attachment B

Page 2 of 2

**Legal Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.**

**(Check all that apply.)**

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **□ Yes □ No**

**□ SMALL BUSINESS**

**□ WOMEN-OWNED BUSINESS**

**□ MINORITY-OWNED BUSINESS**

**□ SERVICE DISABLED VETERAN**

**□ EMPLOYMENT SERVICES ORGANIZATION**

**□ NON-SWAM (Not Small, Women-owned or Minority-owned)**

**If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE**

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent 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 percent 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.

***"Minority-owned business"*** means a business that is at least 51 percent 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 percent 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.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Employment services organization”*** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Va. Code § 2.2-4342.F 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 including the section of the proposal in which it is contained and the page numbers, 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.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
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**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

□ 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/Offeror 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 offer or’s out-of-state location) **-OR-**

□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose 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.

Please check the following box if you have not checked 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/proposals: □

# ATTACHMENT E

**BID/PROPOSAL RESPONSE**

Name of Bidder/Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pursuant to Va. Code § [22.1-296.1](http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+22.1-296.1), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not 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.

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

*Signature of Authorized Representative*

*Printed Name of Authorized Representative*

*Printed Name of Vendor (if different than Representative)*

**ATTACHMENT F**

**Intervention Reading and Writing 6-12 Curriculum for Tier I, Tier II, and Tier III Requirements**

Specific instructions for responding to Purchase Tier I, Tier II and Tier III Reading and/or Writing Intervention Materials System Requirements:

When responding to the requirements outlined in this attachment, the Offeror should indicate the level of support provided by their solution in the column provided using one of the following Response Codes:

**Y This feature is provided.**

**AD Available with Deviation: feature is currently available but differs slightly. Explain in the comments section.**

**N This features cannot be provided and does not meet the requirements**

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref.**  **No.** |  | **Offeror**  **Response**  **Code** | **Comments** |
| **General Requirements** | | | |
| 1. | The solution has the capability of content scaffolding that includes a tiered approach and acceleration for students who need additional help with reading and/or writing skills and those who need to demonstrate reading and/or writing gains of one or more than one year. |  |  |
| 2. | The Successful Offeror has provided a solution where the digital content was created with an Internet consumer in mind rather than a traditional textbook consumer. |  |  |
| 3. | The intervention materials is systematic and simple in design and addresses one or more of the big areas of reading **(comprehension, fluency, and vocabulary) and/or writing (grammar)** and supports a variety of instructional settings. |  |  |
| 4. | Instructional materials for students receiving interventions includes leveled materials, covering an appropriate range of reading levels and provides engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments. |  |  |
| 5. | The materials are in a digital or blended format. |  |  |
| 6. | The proposal includes evidence of research demonstrating the validity of the techniques, materials, and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel. |  |  |
| 7. | Materials used for Tier II Intervention target improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. |  |  |
| 8. | Materials used for Tier II or III Intervention is not grade level specific. |  |  |
| 9. | Tier III materials provide intensive, explicit, systematic instruction. These materials are targeted to specific academic deficits. |  |  |
| 10. | Materials provide opportunities for differentiation to include intensive, explicit, and systematic instruction. These materials are targeted to the five big areas of reading (comprehension, fluency, and vocabulary) and/or writing (grammar). |  |  |
| **Progress Monitoring** | | | |
| 11. | Offeror described in their proposal program specific progress monitoring. |  |  |
| **User Interface** | | | |
| 12. | The digital solution is compatible with the current versions of Internet Explorer, Firefox, and Chrome browsers and will remain compatible with future versions, updates and releases for the duration of the contract. |  |  |
| 1  13. | The digital solution only requires standard browser plugins. |  |  |
| 14. | The digital solution is primarily delivered via the Internet over wireless LANs and/or modem to the client’s browser. |  |  |
| 15. | The digital solution provides an intuitive user interface that allows for ease of use by teachers and students. |  |  |
| 16. | The digital solution is flexible for use in a variety of educational settings such as whole group, station activities, small group collaboration and individual student work. |  |  |
| 17. | The digital solution supports mobile technology including but not limited to the specific mobile devices currently used in HCPS. |  |  |
| **Integration** | | | |
| 18. | The digital solution provides methods for user account administration that are easy to use and maintain. |  |  |
| 19. | The digital solution supports a single sign-on solution that does not require staff or students to have a separate account or password for accessing the offeror’s application |  |  |
| 20. | The digital solution provides a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress. |  |  |
| 21. | Any requirements for student, staff, course, roster or school information is supported through a common specification. The exchange of data is through a common protocol and does not require the installation of offeror specific software in the HCPS internal infrastructure |  |  |
| 22. | The proposed data exchange solution is described in detail in the Offeror’s response. |  |  |
| **Accessibility** | | | |
| 23. | The digital reading and/or writing intervention resource complies with the [Information Technology Accessibility Act (](https://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+TOC02020000035000000000000)Code of Virginia - 2-2-3500). |  |  |
| **Infrastructure and System Administration** | | | |
| 24. | The digital solution will be deployed on servers and equipment hosted by the Successful Offeror. |  |  |
| 25. | The Successful Offeror will disclose any third party hosting used to host the digital reading and/or writing intervention solution including the physical location of servers and data. |  |  |
| 26. | The Successful Offeror will document compliance with all local, state, and federal laws related to student data privacy. |  |  |
| 27. | The Successful Offeror will describe what types of data encryption is used for stored data and data in-transit. |  |  |
| 28. | The solution does not contain commercial content, nor serve as a vehicle to market goods and services. |  |  |
| 29. | The digital solution will perform effectively given the follow populations of users:   * 1. Elementary- approximately 25,000   2. Secondary- approximately 25,000 |  |  |
| 30. | The average bandwidth per student for your product is included in your proposal. |  |  |
| **Computer Software and Network Specifications** | | | |
| 31. | The solution meets all performance requirements defined in Section G of the RFP and will be compatible with the computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract. |  |  |
| **Professional Development/ Training** | | | |
| 32. | Offerors included in their proposal a description of the required training for implementation of programs, as well as options for continued professional development at either the district or school level. |  |  |
| 33. | Pricing for Professional Development is clearly defined in the proposal including pricing for a county-wide, train-the-trainer model **as well as** what resources and professional development are available to schools at no additional cost. |  |  |

**Attachment G**

**Pricing Scenario**

**Please provide pricing for the scenario below as it relates to the proposed solution.**

|  |  |
| --- | --- |
| Scenario | Price |
| Provide pricing for an annual subscription fee for one site license for one high school with 1,680 students and one middle school with 950 students. | $ |
| Printed Materials | $ |
| Consumables | $ |
| Provide pricing for 2 days (6 hours) of on-site professional development training for staff of 35 at each session. | $ |
| Total | $ |

**Attachment H**

**Pricing Options**

**Provide pricing as it relates to the proposed solution**

|  |  |
| --- | --- |
| **Options** | **Price** |
| Price per Student | $ |
| Price per Teacher | $ |
| Price per Classroom | $ |
| Price per Site | $ |
| Price for District License (12 middle schools and 9 high schools, 3 program centers) | $ |
| 1 day of Professional Development- train the trainer model (35 ITRTs, 3 Educational Specialists + 1 additional personnel- total of 39 +) | $ |
| 1 day of Professional Development - price per teacher | $ |
| 1 day of Professional Development for Secondary School Staff- approximately 35 | $ |
| Additional Professional Development models | $ |
| Printed materials – provide list of pricing for each product offered | $ |
| Consumables – provide list of pricing for each product offered | $ |
| Provide information on price breaks for volume purchases. | |