

**CAMPBELL COUNTY PUBLIC SCHOOLS
PHYSICAL THERAPY SERVICES
REQUEST FOR PROPOSAL**

PURPOSE

Campbell County Public Schools (CCPS) requests competitive negotiable proposals from qualified firms for the provision of physical therapy services.

BACKGROUND

CCPS has students with disabilities receiving special education with physical therapy as a related service. At the current time we need a part time physical therapist or a physical therapist and a certified physical therapy assistant to provide those services.

STATEMENT OF NEEDS

CCPS requires physical therapy services provided directly to students or by consultation with the special education or regular education teacher, input on appropriate IEP goals regarding such therapy, evaluations on students being considered for such therapy and input regarding appropriate equipment or assistive technology purchases for such students.

SCOPE OF SERVICES

Firms must provide a detailed outline of the services to be provided. At a minimum, firms are expected to provide the following services:

1. Provide physical therapy to special education students in Campbell County on-site.
2. Meet with teachers and administrators and provide assistance in developing present level of performance and goals for special education students.
3. Complete evaluations of students being considered for physical therapy.
4. Provide input regarding appropriate equipment or assistive technology purchases.

SUBMISSION OF PROPOSALS

One (1) original and seven (7) copies of the proposal are to be returned in a sealed package marked CCADM 011-FY10; PHYSICAL THERAPY SERVICES.

Proposals shall be accepted no later than 2:00 P.M., Wednesday, November 4, 2009. Sealed proposals should be mailed to Central Purchasing, 47 Courthouse Lane, 2nd Floor, Haberer Building, Rustburg, VA 24588. Hand delivered proposals shall be received at the same address.

Proposals must arrive at the above address on or before the date and time specified. Offerors mailing proposals should allow normal delivery time to ensure timely receipt of the proposal. Late proposals will not be accepted and will be returned to the offeror unopened.

The proposal shall be signed by an authorized representative of the firm and all proposals submitted shall be valid for a minimum of 120 days following commencement of vendor discussions. Proposals may be modified or withdrawn only upon written request from the offeror prior to the official deadline for receipt of proposals.

PROJECTED TIMETABLE

Issue Request for Proposal	October 9, 2009
Cutoff for Written Questions	October 28, 2009 @ 4:00pm
Addendums to RFP	November 4, 2009
Proposals Due	November 19, 2009 by 2:00pm
Proposal Reviews	November 20 – December 4, 2009
Contractor Presentations (if needed)	December 9, 2009
Contract Negotiations	December 10 – 15, 2009
Contract Execution	December 17, 2009
Notice to Proceed	January 4, 2010

REQUIRED PROPOSAL CONTENT

Proposals shall be as thorough and detailed as possible so that Campbell County Public Schools may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Cover Letter. Proposals shall be dated and signed by a duly authorized officer of the company.
2. A complete copy of the RFP and any addenda, if issued.
3. Background information and qualifications of the firm, including personnel to be assigned to this project.
4. Firms experience providing these services to other School Districts with similar needs and of similar size.
5. Firms shall provide at a minimum of three (3) references in which similar services have been provided to. This reference list should include the name, address and telephone number of a key contact person and a brief description of the services provided.
6. Other relevant information, qualifications, certifications, licenses, etc.
7. All specific items or data requested in this RFP.

EVALUATION FACTORS

You are invited to present your qualifications and understanding of the work to be performed. Campbell County Public Schools shall evaluate all proposals received for the purpose of selecting a qualified firm to provide physical therapy services. The following factors, listed in relative order of importance, will be considered in making the selection, the judgment of the County being final and conclusive in such evaluation:

Criteria	Weight
1. Demonstrated ability to successfully accomplish deliverables of proposal.	60%
2. Demonstrated experience servicing other contracts of similar size and scope of services.	10%
3. Qualifications and experience of personnel assigned to this project, and proof of satisfactory record of past performance.	10%
4. Offeror's approach to accomplishing desired objectives the CCPS as stated in the Scope of Work.	10%
5. Quality and relevance of references on related projects of similar size and Scope of Work.	10%

SELECTION PROCEDURE

Offerors should make written proposals offering their qualifications and understanding of the Scope of Services. Firms are alerted that mere repetition of tasks taken from the Scope of Services cannot be considered responsive to the RFP. The offeror must show an understanding of the significance of each task.

All proposals shall be reviewed by an evaluation panel to determine compliance with administrative requirements as specified in the RFP. 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 RFP. Such offerors shall be encouraged to elaborate on their qualifications, performance data, or expertise pertinent to the proposed project, as well as alternative concepts, and answer questions from the evaluation panel.

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to Campbell County Schools can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If not, negotiations with the offeror ranked first shall be formally terminated and negotiations shall commence with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should Campbell County Schools determine in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

REFERENCES

The Offeror agrees that Campbell County Schools may contact any reference, prior owner or other person or entity having knowledge of prior services furnished by Offeror, and Offeror by submittal of a proposal waives any and all claims against Campbell County, Campbell County Schools, its employees, agents, or the person providing information to Campbell County Schools about the Offeror.

AWARD OF CONTRACT

The contract award shall be at the sole discretion of Campbell County Schools, who shall serve as the evaluation panel. Campbell County Schools reserves the right to reject any and all proposals in whole or in part and to waive any informality or technical defects if, in its sole judgment, the best interests of Campbell County Schools will be served.

TERM OF CONTRACT

This contract shall be effective for three years from the date that the contract is signed. Pricing shall be firm for this contract period. At the end of the initial contract term, subject to negotiations, the contract may be extended for three (2) additional one (1) year periods upon written agreement of both parties. Negotiations shall begin no later than 60 days prior to the end of the contract period. If the negotiations are not concluded and agreed to by both parties, the contract shall expire and will be rebid.

FORM OF CONTRACT

The successful offeror agrees to sign a contract drafted or approved by the Campbell County Schools legal counsel.

MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn upon written request transmitted to the Campbell County Purchasing Department any time prior to the designated due date and time for receipt of proposals.

PUBLIC INSPECTION OF PROPOSALS

All submitted proposals become the property of Campbell County and will be available for public review. 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 identify, prior to or upon submission, the data or materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Campbell County Schools shall be bound hereunder only to the extent of funds available or which hereafter may become available for the purpose of this agreement.

OFFEROR'S UNDERSTANDING OF REQUIREMENTS/INQUIRIES

It is the responsibility of each prospective offeror to inquire about and to clarify any requirement of the Request for Proposal that is not understood. If any prospective offeror has questions regarding any of the solicitation documents, the prospective offeror should contact the following, in writing, no later

than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing.

Questions shall be referred to:

Ronna Johnson-Davis
Purchasing Agent
rjdavis@co.campbell.va.us

INDEMNITY

The contractor shall indemnify and hold harmless Campbell County, Campbell County Schools, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of Campbell County Schools with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of Campbell County, Campbell County Schools or its officers, boards, commissions, agents or employees.

PAYMENT TERMS

Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is later.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Campbell County Schools, unless otherwise specified. In the event there is a conflict between any of these General Terms and Conditions and any Special Terms and Conditions of the contract, the Special Terms and Conditions shall apply.

The Central Purchasing Office is responsible for the purchasing activity of Campbell County Schools. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be Campbell County, Campbell County Schools, or the Campbell County School Board. The Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals. Failure to do so will be at the Bidder's/Offeror's own risk and except as provided by law.

All solicitations issued and contracts awarded by the County are governed by the provisions of the Virginia Public Procurement Act as set forth in the Code of Virginia.

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- 1. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permits competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than ten (10) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 2. CLARIFICATION OF TERMS:** If any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the Central Purchasing Office no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing. Oral or other interpretations or clarifications will be without legal effect.
- 3. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS
BID/QUOTE/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING
ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the Central Purchasing Office. No other correspondence or other proposals should be placed in the envelope.

- 4. MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal.
- 5. LATE BIDS/PROPOSALS:** Any bid or proposal received at the Central Purchasing Office after the exact time specified for receipt of the bid or proposal is considered a late bid or proposal.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Central Purchasing Office by the designated date and hour.

Late bids/proposals/modifications will be returned to the Bidder/Offeror unopened, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.

If the Owner closes its offices due to inclement weather, scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

6. **BID OPENING:** All bids will be opened at the time and place specified and read publicly. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be made available to the public.
7. **ADDENDA:** By submitting a bid or proposal, the Bidder/Offeror certifies that (i) he has made due inquiry of the Owner as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his bid; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his bid based upon his failure to have received any one or more addenda.
8. **MODIFICATION OF BIDS/PROPOSALS:** Unauthorized modification of or any additions to any portion of the Invitation to Bid, Request for Quotation, or Request for Proposal may be cause for rejection of the bid/quotation request/proposal.
9. **WITHDRAWAL OF BIDS/PROPOSALS:** A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or bid/proposal under the following circumstances:
 - a. A written request for a withdrawal of a Bid/Proposals or any part thereof will be granted if received by the Owner prior to the specified bid opening date and time.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.
 - c. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
10. **ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the Bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted, except as provided in paragraph 9 hereof.
11. **PUBLIC INSPECTION OF BIDS/PROPOSALS**

All submitted bids, proposals, and any accompanying data, materials or documentation will become the property of the Owner and will be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal

prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. Disposition of proprietary or trade secret material after award should be stated by the offeror.

12. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The bid price must be net, exclusive of taxes. Tax exemption certificates will be furnished by Campbell County Schools on request.
13. **COUNTY BPOL LICENSING:** All firms with a business location in Campbell County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning the BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 434 332-9518.

SPECIFICATIONS

14. **BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. The Owner may consider other brands as substitutes if written evidence and other data submitted to the Owner by the vendor can satisfactorily substantiate equality. The Owner's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

15. **PRODUCT EVALUATION:** The Owner reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. The Owner reserves the right to reject the bid/proposal of any Bidder/Offeror who does not pass such evaluation to the Owner's satisfaction.
16. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
17. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment/product listed in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings.

18. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD AND CONTRACT

19. **AWARD OR REJECTION OF BIDS:**

a. The Owner shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB provided the bid price is within funding available for the project. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP, in the sole judgment of the Owner.

- b. The Owner reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the Owner.
- c. Notice of Award – Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice on the Campbell County website (www.co.campbell.va.us) for a minimum of 10 days.

- 20. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) or services, and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of the Owner.
- 21. **STANDARDS OF CONTRACT:** The Owner reserves the right to cancel and terminate a contract at any time, without penalty, for unsatisfactory product quality and/or service on the part of the contract holder, in the sole judgment of the Owner. Repeated delayed or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the Owner to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Owner as of the date of termination.
- 22. **AVAILABILITY OF FUNDS:** Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, the County may terminate the contract without penalty, cost, or damage payment.
- 23. **NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER:** Unless cancelled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate with the apparent low bidder to obtain a contract price within available funds. The negotiation will be undertaken under conditions and procedures described in writing and approved by the Owner prior to issuance of the IFB.
- 24. **INSURANCE:** If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:

Automobile Liability Insurance: \$1,000,000 combined single limit

General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate

Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate

Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' compensation Act

Within 15 days after Notice of Award, the Contractor agrees to furnish a Certificate of Insurance naming the Brookneal Campbell County Airport Authority as additional insured.

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better. The insurer shall provide 30 days written notice to the Brookneal Campbell County Airport Authority before any cancellation or non-renewal of insurance coverage
- 25. **INDEMNITY:** The contractor shall indemnify and hold harmless Campbell County, Campbell County Schools, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of Campbell County Schools with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or

damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting

from the sole negligence of Campbell County, Campbell County Schools or its officers, boards, commissions, agents or employees.

26. PAYMENT TERMS: Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later

27. CHANGES TO THE CONTRACT:

a. During performance of the contract, the parties may agree to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.

c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the Board of Supervisors.

28. EMPLOYMENT DISCRIMINATION: During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations place in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The contractor will include the provisions of the foregoing paragraphs 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.

29. DRUG FREE WORKPLACE: 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 place 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.

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.

30. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
31. **ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
32. **LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
33. **CONTRACT FORMATION:** The Contractor or successful bidder or offeror agrees to sign a contract drafted or approved by Campbell County Schools Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Invitation for Bid or Request for Proposal shall constitute the terms of the contract and no provision of any response, bid, or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.
34. **MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, the Brookneal Campbell County Airport Authority may declare a bid that attempts to do so unresponsive and disqualified, in its sole discretion.
35. **ASSIGNMENT:** The contractor shall not assign this contract without the prior written consent of Campbell County Schools..

BIDDER/CONTRACTOR REMEDIES

36. **PROTEST:** Bidders/Offerors may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.
37. **APPLICABLE LAWS AND VENUE:**
 - a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Campbell County General District Court or Campbell County Circuit Court
 - b. The Contractor shall comply with all applicable federal, state and local laws
38. **CLAIMS PROCEDURE:** Contractual claims must be submitted to the Campbell County School Board in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The Board will consider all facts provided to it in a format established by the Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Board shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.
39. **SEVERABILITY:** In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

CONTRACTOR REFERENCE SHEET

1. CONTRACTOR:

Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

2. YEARS IN BUSINESS:

Indicate the length of time you have been in business providing this type of service:

_____ Years _____ Months

3. REFERENCES:

Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person Campbell County has your permission to contact: (Attach separate sheet if needed)

CLIENT NAME AND ADDRESS

PERSON TO CONTACT, PHONE AND FAX
NUMBER, AND DATE OF SERVICE

(Signature)

(Title)

(Company)

NOTE: RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL.

ATTACHMENT A

**SIGNATURE FORM FOR RFP CCADM 011-FY10
PHYSICAL THERAPY SERVICES**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in CCADM 011-FY10; PHYSICAL THERAPY SERVICES.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 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, and Virginia Antitrust Act, 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 Campbell, 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 Campbell, 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 Campbell.

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

Firm Name _____

Address _____

FEIN _____ Phone _____

Fax _____ Email _____

Commonwealth of Virginia License to do Business # _____

Authorized Signature _____

Name/Title (please print) _____

Date _____

AFFIDAVIT CERTIFYING COMPLIANCE WITH VA CODE § 22.1-296.1

This is to certify that no employee who will provide services on the school properties of Campbell County Schools and who is to have direct contact with students during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Employees who have been convicted of a crime of moral turpitude are named below.

Name of Company/Vendor

Signature of Contractor/Vendor Agent

Date

Employees convicted of moral turpitude:

