Raleigh County Board of Education

2027-06

Submittal: Tuesday, August 25, 2026, 1:00 pm EST

Raleigh County Purchasing Department
104 Allen Avenue
Beckley, WV 25801

Physical Therapy Services

Raleigh County Schools Purchasing Department
104 Allen Avenue, Beckley, WV 25801
304-256-4660

PHYSICAL THERAPY SERVICES
2027-06

Requests for Proposals for PHYSICAL THERAPY SERVICES for Raleigh County Schools will be received by the Raleigh County Board of Education Office of Special Programs no later than Tuesday, August 25, 2026, at 1:00 pm EST.

Neither dating of bid form nor placing in mail by this date will meet requirements. Bid documents must be received on or before the date and time stated. Bidders must comply with all requirements and conditions set forth in the document package.

Bidding documents may be obtained at the Raleigh County Board of Education, Purchasing Department, 104 Allen Avenue, Beckley WV 25801 or downloaded from Raleigh County Website at www.boe.rale.k12.wv.us/page/rfp-bids.

After the scheduled closing time of receipt of bids, no bid may be withdrawn for a period of sixty days.

The Raleigh County Board of Education does not discriminate on the basis of race, color, national origin, sex, disability, or age in its procurement policies, practices, or procedures. The Raleigh County Board of Education reserves the right to reject any and all bids, to make such selection by item or total bid amount as deemed to be in the best interest of Raleigh County Schools, and to purchase materials from vendors participating in state contract or cooperative.

Dr. Serena Starcher
Superintendent

2027-06 REQUEST FOR PROPOSALS

Physical Therapy Services

Introduction

Raleigh County Schools is seeking proposals from qualified providers for physical therapy services. The Board will reimburse the Provider at a daily rate commensurate with the Raleigh County School's salary schedule for physical therapists who are similarly situated with respect to degree and years of experience. Employment will be contracted upon an "as need basis". Reimbursement is provided for assigned students and encompasses but may not be limited to the duties outlined in a-i in the Scope of Work below.

Scope of Work

The selected provider be responsible for the following services:

a. To provide the Board with current documentation verifying Provider is a licensed physical therapist approved by the State of West Virginia Board of Examiners in Physical Therapy.
b. To review the folder of each assigned student prior to conducting assigned therapy services and keep an organization system for each student with a copy of the Physical Therapy Log for each visit.
c. To work under direction of the Director of Special Education or Designee
   - Providing physical therapy services to students determined to need physical therapy in order to benefit from special education.
   - Providing consultative services to special education teachers and staff for appropriate follow-through of students' physical therapy programs.
   - Assisting in screenings/evaluation for students who may have characteristics consistent with the need for physical therapy services.
   - Attending a monthly meeting with the Special Education Coordinator and physical therapy staff and provide Progress Notes each grading period.
d. To provide services consistent with WV Department Policy 2419 Education of Exceptional Children.
e. To obtain and wear Raleigh County ID Badge during the workday in all areas of school property and follow a mutually agreed upon assigned schedule. Schedule changes will be made by the Coordinator of Physical Therapy Services and approved by the Special Education Director or Designee.
f. To attend meetings when scheduled consistent with the therapists' schedule and/or send an "In Lieu" of and "Excusal" form when PT is unable to attend the meeting in person.
g. To complete the Physical Therapy Invoice and Billing Sheet in full, consult with teacher regarding progress, and obtain teacher signature for each visit. A copy of

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the Physical Therapy Billing Sheet will be provided to the teacher at the time of service.

h. To attend meetings upon request each month with the PT Staff and Special Education Coordinator at the Special Education Department in order to
   - Provide an update of services (from Service records) and supervision (from PT logs) to be reviewed with the Special Education Director.
   - Review and revise responsibilities as needed based on data from monthly meetings.

i. To provide Written Treatment Plans with specific direction to physical therapists as follows:
   - To provide an Initial treatment plan to be reviewed at the beginning of the school term and revised as needed, based on data.
   - To provide at least one treatment plan review to determine the need to adjust as it relates to progress or lack of progress toward goals.
   - To submit an appropriate treatment plan at the end of the year to be used as a starting point for the next school term.
   - To develop student IEP present levels, goals, and progress monitoring of goals each grading period.

Proposal Requirements

Interested providers are required to submit proposals that include, but are not limited to, the following components:

a. Company Background: Provide an overview of your organization, including experience in developing and implementing physical therapy service plans to support diverse learners.
b. Implementation Plan: Outline how the services will be administered, how individualized instruction will be delivered, and the support services offered to educators.
c. Professional Development: Detail the professional development opportunities provided to educators to maximize the impact of physical therapy services provided to students.
d. Pricing: Provide a detailed pricing structure, including any associated costs for assessments, training, and ongoing support.
e. References: Include references from other educational institutions that have utilized your physical therapy services.

B&O Taxes

Please be aware that providers working within the Beckley City Limits are subject to owing B&O tax. Providers are considered in nexus with the city when entering city limits to perform job duties even if the business is not within city limits. Providers who receive a W-2 form are considered an employee annually for a municipal license and file quarterly tax return.

The following schools are located within city limits. If services are performed at one or

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more of the following locations, the amount invoiced to Raleigh County Schools is subject to business and occupation tax at the applicable service rate:

Beckley Elementary
Crescent Elementary
Maxwell Hill Elementary
Stratton Elementary
Beckley Stratton Middle
Woodrow Wilson High
Academy of Careers and Technology
St. Francis DeSales

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

a. Effectiveness of the individualized instruction component in meeting the needs of diverse learners.
b. Quality and rigor of assessments.
c. Clarity and feasibility of the implementation plan.
d. Professional development offerings and support services.
e. Cost-effectiveness of the proposed solution.
f. The extent to which services will meet Raleigh County School's needs.
g. The vendor's past relationship with Raleigh County Schools.

Contact Information

For inquiries, please contact:

Tammy Acord, Director of Special Programs
Raleigh County Schools
tacord@k12.wv.us

Submission

Proposals are to be submitted digitally by email to Tammy Acord, Director of Special Programs, at tacord@k12.wv.us.

The subject line of the email is to read **"RFP 2027-06 – Physical Therapy Services"**

Submission Deadline: **Tuesday, August 25, 2026, at 1:00 pm EST**

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GENERAL TERMS & CONDITIONS

1. Awards will be made in the best interest of Raleigh County Schools.
2. Raleigh County Schools may accept or reject in part, or in whole, any bid.
3. Raleigh County Schools reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for the district.
4. All quotations are governed by the West Virginia Code and Policy 8200.
5. All services performed or good delivered under Raleigh County Schools Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30 of each fiscal year.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Vendor/contractor preference will be granted only upon written request at the time of bid in accordance with the West Virginia Code and Raleigh County Schools' purchasing policy.
8. Any additional taxes, charges, or fees must be disclosed and included in the quoted price.
9. Raleigh County Schools are exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Purchasing Director may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and Policy 8200 shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.

Vendor/Contractor's Name: _____

Authorized Signature: _____ Date: _____

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NO DEBT AFFIDAVIT

The **No Debt Affidavit** is administered in accordance with the **West Virginia Code**, §5A-3-10A.

According to the statute, no contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than $1,000 in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax, or other amount of money owed to the state because of a judgment, fine, permit violation, license assessment, penalty, or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company, or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership, or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit, or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee, or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause above apply.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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FORM 157
BID CERTIFICATION FORM

I hereby certify that the bid requirements found in Article 22, section 5-22-1 of the West Virginia State Code have or will be met should I be awarded the contract for the project referenced below. I further certify that all requirements found within the bidding documents for this project will be complied with prior to the execution of the contract. I understand that if the Raleigh County Board of Education requirements exceed those of West Virginia Code, the more stringent requirements will apply to this project.

NON-COLLUSION CERTIFICATION

Neither I nor, to the best of my knowledge, the firm below, nor any of its other representatives have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offering being submitted herewith; not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price, or price proposal of the bidder, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

ANTI-BRIBERY AFFIDAVIT

Neither I nor, to the best of my knowledge, the firm below, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded no to contendere to a charge of or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bride under the provisions of Article 27 of the Annotated Code of West Virginia under those laws of any state or federal government.

DEBARMENT CERTIFICATION

Neither I nor, to the best of my knowledge, the firm below, nor any of its principals, are presently debarred, suspended, or proposed for debarment.

CIVIL RIGHTS COMPLIANCE

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88352).

In signing this document, I represent that I have personal knowledge of all the matters and facts herein stated and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true.

PROJECT NAME: _____ DATE: _____

Name of Contractors Company: _____

Signature of Responsible Contractor: _____

Raleigh County Schools

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AFFIDAVIT

WEST VIRGINIA CODE §5A-3-10a STATES:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____

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ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

Agency: Raleigh County Schools (RCS)

Vendor:

Contract/Purchase Order:

Commodity/Service:

RCS and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that RCS cannot or will not accept. In consideration for RCS's incorporating Vendor's form(s) into the Contract, the Vendor enters into the Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE** – This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of the Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – RCS reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, RCS agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require RCS to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

5. **DISPUTES** – Any language binding RCS to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted, as is any requirement to waive a jury trial.
   Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against RCS shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
   Any language requiring RCS to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of the State of West Virginia is deleted.

6. **FEES OR COSTS** – Any language obligating RCS to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring RCS to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring RCS to pay Federal, State, or local taxes or file tax returns or reports on behalf of Vendor are deleted. RCS will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.
11. **NO WAIVER** – Any provision requiring RCS to waive any rights, claims, or defenses is hereby deleted.
12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which RCS may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without RCS's prior written consent, which will not be unreasonably delayed or denied. RCS reserves the right to assign this Contract to another State agency, board, or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the RCS. Any assignment will not become effective and binding upon RCS until notified of the assignment, and RCS and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring RCS to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, RCS does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless RCS expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. RCS contracts are public records under the West Virginia Freedom of Information Act (FOIA) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at RCS's sole discretion.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and considerations to be subordinate to the Addendum. The vendor shall indemnify and defend RCS against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations, or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

ACCEPTED BY:

State Agency: Raleigh County Schools
Signed: _____
Printed Name: _____
Title: _____
Date: _____

VENDOR:

Company Name: _____
Signed: _____
Printed Name: _____
Title: _____
Date: _____