



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: MAXIM HEALTHCARE STAFFING SERVICES, INC. 100 SHOCKOE SLIP 2 ND FL COLUMBIA, MARYLAND 23219	DATE ISSUED: 10/26/2023 CONTRACT NO: 24-DHS-R-270 CONTRACT TITLE: HEALTHCARE STAFFING SERVICES
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DHS-R-270 including any attachments or amendments thereto.

EFFECTIVE DATE: 10/26/2023
EXPIRES: 7/31/2024
RENEWALS: THREE RENEWALS REMAINING
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DHS-R-270
ATTACHMENT A – ALEXANDRIA CITY PUBLIC SCHOOLS CONTRACT NO. 2023009

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> ROBERT COOMBS	<u>VENDOR TEL. NO.:</u> (410) 910-1500
<u>EMAIL ADDRESS:</u> ROCOOMBS@MAXIMSTAFFING.COM	
<u>COUNTY CONTACT:</u> LINDA ERSKINE (DHS-CFSD)	<u>COUNTY TEL. NO.:</u> (703) 228-1522
<u>COUNTY CONTACT EMAIL:</u> LEERSKINE@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Lucas Alexander	Title Procurement officer	Date 10/26/2023
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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DHS-R-270

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Maxim Healthcare Staffing Services, Inc. ("Contractor"), a Maryland corporation with a place of business at 100 Shockoe Slip, 2nd Fl, Richmond, Virginia 23219 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Alexandria City Public Schools (ACPS) contract no. 2023009 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by ACPS and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with ACPS. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than July 31, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the ACPS renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for three (3) one-year renewal periods from August 1, 2024 to July 31, 2027 ("Subsequent Contract Term"). However, if the ACPS does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County’s Project Officer its W-9 Form, which will include its Federal Employer Identification Number (“FEIN”) or Social Security Number (“SSN”), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide healthcare staffing services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Robert Coombs, Assistant Controller
Maxim Healthcare Staffing Services, Inc.
7227 Lee Deforest Drive
Columbia, Maryland 21046
Email: rocoombs@maximstaffing.com
Phone: (410) 910-1500

TO THE COUNTY:

Linda Erskine, Project Officer
Arlington County Government
Department of Human Services
2100 Washington Boulevard, 3rd Fl
Arlington, Virginia 22204
Email: lberskine@arlingtonva.us
Phone: (703) 228-1522

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

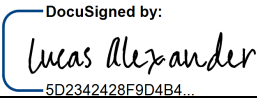
11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MAXIM HEALTHCARE STAFFING SERVICES, INC.

AUTHORIZED SIGNATURE: 
5D2342428F9D4B4...

AUTHORIZED SIGNATURE: R. Coombs

NAME: Lucas Alexander

NAME: Rob Coombs

TITLE: Procurement officer

TITLE: Asst. Controller

DATE: 10/26/2023

DATE: 10/11/2023



ALEXANDRIA CITY SCHOOL BOARD

dba

ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)

REQUEST FOR PROPOSAL (RFP)

for

TEMPORARY & PERMANENT MEDICAL STAFFING SERVICES

RFP NUMBER 2504

CLOSING DATE: May 16, 2022

OPENING TIME: 11:00 AM EST

ONLY ELECTRONIC RESPONSES VIA eVA (electronic Virginia's) website will be accepted, Vendor Registration is required to submit a response please use the following link to eVA <https://eva.virginia.gov/>

All Proposals shall remain valid for a period of ninety (90) days.

ALEXANDRIA CITY PUBLIC SCHOOLS

DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS

Date of RFP – April 20, 2022



Dated: April 20, 2022

RE: RFP NO. 2504 Temporary & Permanent Medical Staffing Services

Commodity Codes: 96269,95874,91885,95258,96130

To Whom It May Concern:

Alexandria City Public Schools (hereinafter “ACPS”) is currently seeking qualified Offeror(s) to provide Temporary Medical Staffing to support educational program managements throughout Alexandria City Public Schools. ACPS invites any qualified Offeror to respond to this RFP by submitting a proposal consistent with the terms and conditions herein set forth.

Each Offeror(s) is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal.

Questions must be submitted via email directly to ramona.crawford@acps.k12.va.us and dyanna.mcmullen@acps.k12.va.us, with the subject line: “RFP 2504: Temporary Medical Staffing Services”. If necessary, an addendum will be issued and posted to the web site at www.eva.virginia.gov. Verbal questions shall not be allowed.

Tentative Event Schedule for RFP 2504: Temporary & Permanent Medical Staffing Services

Non- Mandatory Pre-Proposal Conference	April 25, 2022, 12:00 PM EST
Deadline for Questions	April 29, 2022, 5:00 PM EST
Proposals Due	May 16, 2022, 11:00 AM EST
Oral Presentations/ Interviews	Week of June 6, 2022
Notice of Award	Week of June 28, 2022

A non-mandatory Pre-Proposal Conference Call is scheduled for Monday, April 25, 2022 at 12:00pm. A zoom link has been created for this conference. Use the link to join the call.

<https://acpsk12.zoom.us/j/9170443198?pwd=eTRPUUMvcGFGUC80Z0Y3aDdBT0t0QT09>

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Sincerely,

Dyanna McMullen, Director of
Procurement and General Services

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FOR

Temporary & Permanent Medical Staffing Services

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SECTION 1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to provide Temporary & Permanent Medical Staffing Services. ACPS invites any qualified Offeror to respond to this RFP by submitting a proposal for services consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND

Historically, ACPS has used temporary employment services firms to fulfill its requirements predominantly in the clerical, secretarial, financial, and health services areas. However, given that ACPS has many classifications of positions, ACPS will have requirements within other functional job categories such as, but not limited to: budget, accounting, human resources, medical, legal, technical, and professional.

Alexandria City Public Schools serves more than 16,000 students who are from more than 114 countries and speak 119 languages. ACPS has 18 schools, including two middle schools, two K-8 schools, one pre-K school and the internationally recognized Alexandria City High School. ACPS is committed to ensuring that each and every student succeeds. ACPS consists of twenty-three (23) buildings at twenty-three (23) locations in the City of Alexandria. These buildings comprise of approximately 2.1 million square feet of space.

Approximately 10-30 temporary employees work in ACPS on a daily basis.

ACPS spent approximately \$ 400,000.00 during recent fiscal years for temporary employment services.

SECTION 3. INSTRUCTIONS TO OFFERORS

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An offeror must promptly notify the Procurement office of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Ramona Crawford at ramona.crawford@acps.k12.va.us and dyanna.mcmullen@acps.k12.va.us.
- B. Prospective Offerors are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of ACPS, which may also be considered.
 1. Understanding of the RFP and Technical Approach: Each Offeror shall provide a statement and discussion of the requirements as they are analyzed by the Offeror. Each Offeror shall propose a definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed process for executing the requirements of the scope and achieving the objectives of this Request for Proposal.

2. Work Plan Methodology and Draft Schedule: Each Offeror shall present a description of the phase or segments into which the proposed program can be logically divided and performed. The plan must address separately each of the tasks described in this RFP. This section should also contain a discussion of any changes proposed by the Offeror which substantially differs from the project scope described in this RFP. Further, this section shall include detailed descriptions of activities, and anticipated deliverables.
 3. Training/Professional Development Model: Each Offeror shall provide details of a sample training/professional development plan, if applicable
 4. Organizational structure and qualifications of management personnel: Prospective Offerors should submit, at a minimum, the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure; a description of the organizational structure of the management and operation of the services requested and /or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
 5. Financial condition of the firm and ability to perform all obligations of any resultant contract: The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.
 6. Each Offer is to state whether or not: Offeror's owners, officers, employees or agents, or their immediate family members, is currently, or has been in the past year an employee of ACPS or has any responsibility or authority with the Parties that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to either or both entities. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 28 of this RFP apply.
 7. Experience: a minimum of five (5) years' experience is required in providing the services and/or items requested by this RFP. Each Offeror shall expand on all experience in working with school systems of similar size, especially any Virginia School systems.
 8. Cost Proposal: The offeror should submit a cost proposal, which shall include any proposed fees for print resources, ancillary materials, and associated services. **Offerors should list areas of additional capabilities and services with rates for each service, if applicable.**
 9. The ability, capacity and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference shall be considered and evaluated.
 10. The character, integrity, reputation, judgement, experience, efficiency and effectiveness of the Offeror.
- C. Each Offeror should provide the names, address and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other City School operations similar to those being requested in this RFP. Each reference

should include organizational name, official address, contact person, title of contract, number of years in use and phone number.

- D. Also include any other materials you may want to submit as part of your proposal response.
- E. Responses to this RFP must be in the prescribed format, Section 4. Response Format
- F. ACPS may request additional information, clarification or presentations from any of the Offerors after review of the proposals received.
- G. ACPS has the right to use any or all ideas presented in reply to this RFP and the right to select different materials if it is in the best interest of ACPS.
- H. ACPS reserves to make multiple awards from this RFP and the right to select different if it is in the best interest of ACPS.
- I. ACPS is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by the Offeror in the preparation, submission and presentation of the proposal are the sole responsibility of the Offeror and may not be charge to ACPS.
- J. Vendors requiring print resources and ancillary materials returned after evaluation should state that information in their proposal and provide pre-paid shipping labels for those returns.
- K. Each Offeror who is a stock or Non-stock Corporation, Limited Liability Company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. **Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC.** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See VA. Code Section 2.2-4311.2).
- L. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.
- M. Award Offeror shall be required to sign a Non-Disclosure Agreement. Please see Attachment F.
- N. Upon notification of selection, the successful Offeror is **required to register on ACPS' Vendor Self-Service Registration System** at <https://acps.munisselfservice.com/>.
- O. Upon execution of a contract for services, the Successful Offeror must submit to ACPS a copy of its certificate of insurance in a form acceptable to ACPS.

SECTION 4. RESPONSE FORMAT

The information listed below shall be submitted with this Request for Proposal for ease of review and understanding. **One (1) file with each section clearly labeled and page numbers shall be submitted.** Failure of an Offeror to comply may result in the rejection of its proposal.

The Qualifications Submission shall have the following formatting requirements:

- Minimum Font Size: 11 point
- Include tabs/dividers for each section
- Maximum Page Limit: 100 pages
- Include page numbers for all documents

Proposal Contents: Tab1; identifies the minimum proposal response documents that should be provided to ACPS. A fully executed Request for Proposals must include the following in each section:

TAB 1: Administrative

- Letter of Transmittal: a description of the Offeror's underlying philosophy in providing the services
- The Sample Contract; Attachment A
- Proposal Form(s); Attachment B
 - Trade Secrets or Proprietary Information
 - Conflict of Interest Statement
 - References
 - W-9 Request for Taxpayer Identification Number and Certification
- The Insurance Requirements Checklist; Attachment C

TAB 2: Executive Summary for Temporary & Permanent Medical Staffing Services

- Provide an executive summary which includes your firm's history, ownership, or services offered, qualifications, and financial status.
- Expertise and Understanding of RFP and Technical Approach. The Offeror must provide a written narrative statement to demonstrate the understanding, ability, and willingness to satisfy all the specified requirements and meet the project goals stated in this RFP
- Describe the Offeror's policies and procedures used to provide employees who possess the prerequisite knowledge, skills, and abilities to fill any ACPS positions listed in Exhibit B
- Describe the process proposed by the Offeror for billing ACPS departments.
- Outline the procedures ACPS departments, offices and agencies will use to request temporary employees from the Offeror's firm, including those for filling immediate, unforeseen needs.
- Is the Offeror's business line solely performing Medical Staffing Services?
- Discuss the information technology capabilities of the offeror which will enable ACPS to receive the reports in the Statement of Work, and the flexibility of the information technology system to accommodate new requirements.
- Describe your internal policies in the case of employee theft, misuse of funds, or any other such activity at your Client's facility.

TAB 3: Mandatory Items

Offeror will address in this section how the following mandatory items will be serviced:

- Consultant will make certain that employees meet the background, fingerprint, and CPS Checks, verification must be completed 15 days business days prior to beginning work in and around ACPS property.
- Provide employer with negative tuberculosis test prior to employment, test must have been administered within the last 12 months.
- Provide documentation that employee has been fully vaccinated against COVID-19.
- Provide licensure, certification, and clinical skill competency.

TAB 4: Appropriate Experience

- Resources and Ancillary Materials
- Provide testing procedures utilized to meet the requirements of stated positions. Also include information explaining the Offeror's recruitment policy and procedures and examples of notices/advertisements used to attract applicants.
- Describe the Offeror's new employee orientation process, and any additional training offered to employees during the course of their employment.

TAB 5: Personnel

- Include policies and procedures regarding reference checks, criminal records checks and drug testing.
- Outline the benefits package the Offeror provides to its employees.
- Discuss the procedure used to address employee performance problems that are brought to the attention of the Offeror by the ACPS.
- Explain the practices and policies regarding conversions from temporary to permanent ACPS employees.
- Include experience history, who will be assigned to work on the project and provide services.
- An organization chart that includes only those team members that will be active and ongoing participants on the project

TAB 6: Consultants Technical and Cost Proposal Exhibit A and Exhibit B

- The Offeror's written technical plan and approach towards providing the requested Temporary & Permanent Medical Staffing Services.
- Cost of Temporary & Permanent Medical Staffing Services

SECTION 5. PROJECT DESCRIPTION/ SCOPE OF SERVICES

The following are the services that the successful Offeror (also referred to sometimes as Consultant will be required to provide to ACPS. Each Offeror shall address and describe how Temporary & Permanent Medical Staffing Services will be handled to include, but not limited to staffing, technology needed, and response time. It is highly recommended that each Offeror address each section in detail, as outlined below, to allow an equitable assessment of each submittal:

OFFERORS ARE REQUESTED TO SUBMIT THIS INFORMATION IN THEIR TECHNICAL PROPOSAL EXHIBIT A .

- I. The Consultant shall provide the following **Mandatory Items A-H:**
 - A. It is the consultant's responsibility to make certain that employees meet the background, fingerprint, and CPS checks, checks must be completed 15 business days prior to beginning work in and around ACPS property.
 - B. Provide employer with negative tuberculosis test prior to employment, test must have been administered within the last 12 months.
 - C. Provide documentation that employee has been fully vaccinated against COVID-19. employees.
 - D. Provide licensure, certification, and clinical skill competency.
 - E. Recruitment, testing, and referral of qualified individuals to meet temporary full-time and temporary part-time ACPS requirements.
 - F. Recruitment, testing, and referral of qualified individuals to meet permanent full-time and permanent part-time ACPS requirements.
 - G. Skill/assessment testing of ACPS employees and applicants when requested by the Personnel Services Department.
 - H. Direct communication and billing to the individual ACPS Departments, Offices, or Agencies. Billing shall be done on a weekly basis.
 - I. At the request of ACPS, the Contractor shall provide a Usage Report. The report shall separately identify by each ACPS department, agency, and office, the following information for employees of the Contractor who worked in ACPS during the reported month:
 - 1. employee's name
 - 2. employee's position (using ACPS's position title)
 - 3. hours worked
 - 4. billing rate per hour
 - 5. total invoiced for the employee
 - 6. total invoiced for the department, agency, or office.
 - 7. total invoiced for ACPS.

The report shall be submitted no later than fifteen (15) working days after the month for which the data is being reported.

- J. At the request of ACPS, the Consultant shall provide an affirmative action report to the Personnel Services Department. The report shall separately identify by each ACPS department, agency, and office, the following information for employees' of the Contractor who worked in ACPS during the quarter:
 - 1. employee's name and position
 - 2. employee's race and sex

3. employee's disability status (if applicable)
4. employee's age if over 40 years.

The report shall be submitted no later than thirty (30) working days after the end of the quarter.

Specialized Positions & Requirements

Occupational Therapist

Offeror shall provide screening, assessment, consultation and direct therapy services for impairments related to education based occupational therapy. The occupational therapist should have a client-centered practice in which the client has an integral part in the therapeutic process. The occupational therapy process should include an individualized evaluation with input from the student, ACPS school officials and parents/guardians. The occupational therapist should determine the students' individual goals, as per the IEP; design a customized intervention to improve the students' abilities to perform daily activities and reach his/her goals; and develop outcomes evaluations to monitor progression towards meeting the client's goals. Occupational therapy interventions should focus on adapting the environment; modifying the tasks; teaching pertinent skills; and educating the client/family in order to increase participation in and performance of daily activities. Occupational Therapists should assist and provide students, as well as their parents or guardians, with ways in which to build skills that will enable them to participate in occupations, which may include: normal growth and development, social skills and education. Also, occupational therapists should address the psychosocial needs of students to enable them to participate in meaningful life events. Finally, the occupational therapist should be able to:

- Facilitate hand writing development in school-aged children.
- Promote functional skills for living in children with developmental disabilities
- Provide individualized treatment for sensory processing difficulties
- Address psychosocial needs of a child and teaching effective coping strategies.

Education: Master's degree preferred

Certificates and Licenses: Valid license recognized by the Virginia Department of Education required or the ability to obtain one.

Experience: Pediatric or school based occupational therapy experience preferred.

Speech Language Pathologist

Offeror shall provide screening, assessment, consultation and direct therapy services for disorders related to speech and language. The therapist will be responsible for all aspects of the education-based speech therapy services to include compliance with local, state and federal regulations. Speech therapists should be able to provide a wide range of services to groups, individuals, families and provide information for the general public. The speech-language pathologist must be able to address

- Cognitive aspects of communication (e.g., attention, memory, problem-solving, executive functions).
- Speech
- Language
- Swallowing
- Voice
- Sensory awareness

Education: Master's degree

Certificates and Licenses: Valid license recognized by the Virginia Department of Education required or the ability to obtain one.

Experience: Pediatric or school-based speech therapy experience preferred.

Physical Therapist

Offeror conducts appropriate evaluation of students referred for related services under IDEA and prepares written reports of the evaluations and findings. Participates in meetings as a member of the multidisciplinary team and the development of IEP or 504 plans for eligible students. Provides direct and indirect physical therapy in educational settings/least restrictive environments to children. Collaborates with other school personnel regarding physical therapy and the students' needs. Lift, transfer and position children and equipment as necessary. Train/instruct teachers, parents and paraprofessionals in delegated techniques and equipment use. Travel to and among schools to provide services. Maintain records of service provided and bills for Medicaid and Document progress on IEP or 504 Plans

Education: Master's degree preferred

Certificates and Licenses: Valid license recognized by Virginia Department of Education required or the ability to obtain one.

Experience: Pediatric or school based physical therapy experience preferred.

Teacher of the Deaf and Hearing Impaired

Offeror teaches elementary and secondary school subjects to hearing impaired students using

Education: Bachelor's degree required; Master's degree preferred

Certificates and Licenses: Valid Virginia Department of Education license required or the ability to obtain one.

Experience: Pediatric or school based occupational therapy experience preferred.

Audiologist

Offeror is able to test, diagnose and provide solutions to students with hearing, balance, and other problems related to the ears. The audiologist should test sound levels, provide plans for hearing loss compensation; collaboratively work with others to determine strategies to minimize the effect on the student's daily activities. Other duties include fitting hearing devices or sound amplification systems.

Education: Master's degree preferred

Certificates and Licenses: Valid license recognized by Virginia Department of Education required or the ability to obtain one.

Experience: Pediatric or school-based experience preferred.

Teacher of the Blind and Visually Impaired

Offeror provides students who are blind or with visual impairments unique individualized instruction, (including the instruction of Braille, unless deemed unnecessary in IEP) to enable students the ability to access the general education curriculum and function in the school setting while providing

visual adaptations and modifications of instructional strategies and techniques. Obtains large print or Braille textbooks. Interprets specific eye conditions and results of functional vision assessments and assists in making environmental adjustments in the school. Participates in the development and writing of Individual Educational Programs, (IEP'S), according to ACPS guidelines. Attends meetings as requested, including staff meetings, departmental meetings, child study, eligibility, and reevaluation. Prepares for assigned students and shows written evidence of preparation upon request of the immediate supervisor. Establishes high expectations for students by employing a variety of instructional techniques and instructional media. Fosters understanding and acceptance of students who are visually impaired by administrators, general education teachers, related service providers, peers and parents by conducting staff developments, being an advocate and teaching self-advocacy to students. Maintains and monitors all specialized equipment including Braille writers, canes, etc. Evaluates students on a regular basis and ensures equal access to general education curriculum, performing functional vision assessments, learning media assessments, and other vision related assessments as appropriate. Keeps abreast of current instructional and educational trends, methodologies and materials for working with visually impaired students. Performs other school duties and related assignments as required by the Executive Director of Special Education.

Education: Bachelor's degree; Master's degree preferred.

Certificates & Licenses: Valid Virginia Department of Education license with endorsement in Visual Impairment required, or the ability to obtain one.

Experience: At least 3 years of successful teaching experience working with students who are blind or visually impaired preferred.

Orientation and Mobility Specialist

Offeror participates in the referral and assessment process of visually impaired students. Conducts evaluations of the orientation and mobility needs of visually impaired students. Develops appropriate IEP goals and objectives. Compiles, maintains, and files all reports, records, and other required documents to include but not limited to inputting evaluations, daily session notes, and progress reports. Prepares and maintains a database of referrals and evaluations for each assigned school. Organizes and implements orientation and mobility services and supports which address goals and policies. Provides direct instructional orientation and mobility services to students with visual impairments and consultation to school, staff, peers, and community as per IEP. Collaborates with vision teacher and other instructional and/or related services personnel. Consults with and advises school personnel on design and provision of safe, efficient environments. Obtains additional or supplementary information from appropriate persons, agencies, and/or available records. Makes recommendations for orientation and mobility services and refers for other services as appropriate. Coordinates services and provides information to school personnel and community agencies. Provides on-going information for administrative personnel regarding orientation and mobility services and implication for student placement.

Education: Bachelor's degree in Rehabilitation Science or equivalent with emphasis in Orientation and Mobility.

Certificates & Licenses: Bachelor's degree in Rehabilitation Science or equivalent with emphasis in Orientation and Mobility.

Experience: At least 3 years of successful teaching experience working with students who are blind or visually impaired preferred.

Adapted Physical Education Teacher

Offeror provides a thorough assessment and diagnostic for an individualized instructional program. Develop goals and objectives for students with adapted physical education needs. Participate in special education meetings. Develop transition plans to move students to targeted integrated or community-based activities or transitions to adult lifestyles. Implement, develop, or revise instructional material, which correspond to IEPs. Implement an Individual Education Program (IEP) for all qualified students. Provide direct instruction and services to students. Monitor student progress as it relates to established IEPs. Maintain effective working relationships with parents, school personnel and other agency staff. Provide information and support to parents and families when appropriate. Maintain accurate reports, records, and files on individual students. Assist in identifying, developing, and implementing appropriate use of resources. Ensure a safe and healthful environment for all students served. Consult with teachers to develop or modify specifically designed physical education programs. Perform related duties as assigned.

Education: Bachelor's Degree from an accredited college or university

Certification: A valid Virginia teaching credential

Experience: Minimum of one year of successful teaching experience

School Psychologist

The School Psychologist measures and interprets the intellectual, adaptive, academic, social and emotional development of children to determine eligibility for services in compliance with regulatory requirements; interprets and applies state and federal codes; develops strategies and interventions to address the special education needs of eligible students; and prepares a wide variety of written materials (e.g. behavior intervention plans, Medicaid billing, psychoeducational reports, etc.) to document activities, provide written reference, and/or convey information.

Education: Master's degree (or higher) in School Psychology.

Certificates & Licenses: Valid Virginia Department of Education license with an endorsement in School Psychology, or eligibility to obtain one.

Experience: Minimum of one (1) year experience as a School Psychologist in a PreK-12 school setting.

School Social Worker

The Social Worker strengthens the home/ school/ community partnership and addresses barriers to student learning. This position serves as a catalyst in promoting student wellbeing and successful completion of school.

The Social Worker facilitates administrative processes; ensures operation in compliance with county, state, and/or federal requirements; provides information on services available to eligible students and families; and conveys information regarding the school and/or district activities, procedures and refers families to other agencies.

Education: Master's degree (or higher) in Social Work.

Certificates & Licenses: Valid Virginia Department of Education license with an endorsement in Social Work, or eligibility to obtain one.

Experience: A minimum of three years' work experience in the social work field preferred.

School Counselors

School counselors design and deliver school counseling programs that improve student outcomes. They lead, advocate and collaborate to promote equity and access for all students by connecting their school counseling program to the school's academic mission and school improvement plan. They uphold the ethical and professional standards of ASCA and promote the development of the school counseling program based on the following areas of the ASCA National Model: define, deliver, manage and assess. School counselors help all students: apply academic achievement strategies, manage emotions and apply interpersonal skills and plan for postsecondary options (higher education, military, work force).

Education: At minimum, a master's degree in school counseling.

Certificates & Licenses: Valid Virginia Department of Education license with an endorsement in School Counseling, or the eligibility to obtain one.

Experience: At least 100 clock hours of internship and practicum experiences in the preK-6 setting and 100 clock hours of internship and practicum experiences in the grades 7-12 setting.

School Nurses

The School Nurse strengthens and facilitates the educational process by modifying or removing health-related barriers to learning; promotes optimal levels of well-being in students and staff. Participates in developing, implementing, and evaluating school health program goals, objectives, and procedures in cooperation with school personnel and community resources. Participates in planning programs that eliminate or minimize health problems of students that may interfere with learning. Participates in identifying and reporting environmental health and safety hazards (current and potential) for students and staff. Maintains and reviews student health records and statistical information regarding the health status of students and utilization of the school health service program. Communicates current health problems, needs, and concerns of students to their parents and appropriate school staff. Maintains a system for providing first aid and emergency care. Administers medications and treatments to students as approved by School Board Policy and Virginia Nursing Law.

Education: Bachelor's degree; Master's degree preferred.

Certificates & Licenses: Current license to practice as a registered nurse in Virginia. Current CPR Certification.

Experience: Job-related within the specialized field with increasing levels of responsibility required.

SECTION 6. SUBMITTAL PROCEDURES

Vendors must be registered with eVA before the opening date and time, as specified in the cover page of this solicitation or subsequent addenda. The registration process must be completed before submitting any response to a solicitation, so allow enough time to complete that process first.

Only electronic responses via eVA (electronic Virginia's) website will be accepted. Vendor Registration is required to submit a response, please use the following link to register and upload proposals in eVA: <https://eva.virginia.gov/>. The registration process must be completed before submitting any response to a solicitation, so allow enough time to complete that process first. Submissions are accepted prior to the RFP closing date and time. Allow adequate time for proposal submissions and uploads. No paper copies are allowed. Should you experience system issues, the offeror must notify the Procurement Officer immediately.

EXCEPTION to the RFP requirements ARE NOT ALLOWED. Taking exception to the RFP requirements may result in a conditional proposal. Conditional proposals are not acceptable and may be rejected in whole or in part.

A proposal shall contain the original signature of an individual who is authorized to bind the Company. The original signature should be provided on the RFP Form and on all other proposal documents where a signature is required. **REGISTRATION IS REQUIRED PRIOR TO SUBMITTAL. ALLOW TIME FOR PROCESSING AND ACTIVATION**

SECTION 7. EVALUATION CRITERIA

ACPS will use the following minimum criteria to determine the responsibility of an Offeror:

- A. The Offeror must demonstrate in its Proposal and any subsequent discussions with ACPS that it has a clear understanding of ACPS's needs and proposed approach to the Work as set forth in the RFP;
- B. The Offeror must possess the ability, experience, capabilities, skill and financial resources to perform the Work and fulfill the requirements under a resulting Contract on a timely basis;
- C. The Offeror must have performed satisfactorily in previous contracts of similar size and scope with ACPS and/or other organizations, especially local municipal governments. Failure to have an acceptable performance is grounds for being non-responsive to this RFP;
- D. If the Offeror has not performed a contract of similar size and scope, the Offeror and/or its team members must demonstrate its capability to perform the Work set forth in the RFP and fulfill the requirements under a Contract resulting from the RFP;
- E. The Offeror, its employees and its independent contractors are properly licensed under applicable federal, state, and local laws;
- F. The qualifications, technical experience and availability of the personnel who will be assigned to the Contract demonstrating the expertise required for this project; and
- G. The Offeror must possess a demonstrated knowledge of all federal, state, and ACPS laws, codes and regulations relating to or applicable to the scope of work set forth in this solicitation. In addition, to the requirements above, an Offeror shall be prepared to submit, within five (5) Business Days after a request is made by ACPS, detailed written evidence such as proof of licensing, current commitments and any other information as may be necessary to demonstrate the Offeror's qualifications to perform the Work.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to in the Scope of Work above, and those criteria set forth below with a maximum of one hundred (100) points:

	Initial Evaluation Description Criteria	Point Value
1.	TAB 3: MANDATORY ITEMS: Offerors ability to conduct background checks, fingerprinting, and CPS Checks for recommended staff, and where applicable providing licensure, certification, and clinical skill competency for recommended staff.	Pass/Fail
2.	Offeror's ability to meet and/or exceed any of the desired requirements	20
3.	Offerors qualifications and experience	20
4.	Company Details and Methodology Considers the Offeror's financial viability, stability, performance	20
5.	Fees for Services	25
6.	Key Personnel	15
	Total Points	100

Factors Set 2 should be used by the short-listed pre-qualified offerors to guide interview presentations and will be used to determine which offeror advances to the negotiation stage.

<u>Item</u>	<u>Factor Set 2: Description</u>	<u>Points</u>
1	Qualifications and experience of Offeror's staff/team proposed for the contract	15
2	Thoroughness of presentation	20
3	Overall preparedness of the Offeror and ability to effectively communicate the information to the audience and demonstrate the requirements	40
4	Fees for Services	25
	TOTAL	100

Evaluation of proposals and selection of the Offeror will be a collaborative effort that will include voting representatives from ACPS and other stakeholders.

The anticipated schedule of activities, subject to change, is as follows:

Issue RFP	April 20, 2022
Pre-Proposal Conference	April 25, 2022 at 12:00 PM EST
Deadline for Questions	April 29, 2022 at 1:00 PM EST
Proposals Due	May 16, 2022 at 11:00 AM EST
Interviews	Week of June 6, 2022
Notice of Award	Week of June 23, 2022

All questions about the project or the meaning or intent of this RFP should be directed to Ramona Crawford at ramona.crawford@acps.k12.va.us with a copy to Dyanna McMullen at dyanna.mcmullen@acps.k12.va.us

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4301 (3)(b) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, ACPS shall select the Offeror which has made the best proposal, and may make a recommendation of award of the contract to the ACPS School Board. ACPS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should ACPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and a recommendation of award be made to the ACPS School Board for that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Procurement Office for responsiveness prior to referral to a selection committee or person. A committee consisting of ACPS personnel and/or others will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the ACPS School Board, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of ACPS, as determined by the ACPS School Board. ACPS reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of ACPS.
- C. Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The oral presentation is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of ACPS and may or may not be conducted. It is anticipated these presentations, if scheduled, may occur **the week of March 14, 2022**.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public

bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. ACPS shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A contains terms and conditions that ACPS plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between ACPS and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

SECTION 11. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Director of Procurement of such error in writing and request modification or clarification of the RFP. Any Bid that includes assumed clarifications and/or corrections without the required authentication of the same shall be subject to rejection by ACPS. Any necessary modification or clarification to the RFP will be made and corrections posted by an Addendum to this RFP.

SECTION 12. PROPOSAL AND PRESENTATION COSTS

ACPS shall not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to the RFP.

SECTION 13. WAIVER OF INFORMALITIES

ACPS reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for ACPS to properly evaluate the proposals by an Offeror, ACPS reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

SECTION 14. TIE BIDS

- a. If two (2) or more Offeror's submit Proposals that are identical as to price, quality, and service, preference shall be given to goods produced in Virginia or goods or services or construction provided by Virginia persons, firms, or corporations; otherwise, the tie shall be decided by lot or as hereinafter provided.

- b. Whenever any Offeror is a resident of any other state and such state under its laws allows a resident Vendor of that state preference, a like preference may be allowed to the lowest responsible Offeror who is a resident of Virginia.

SECTION 15. PROPOSAL WITHDRAWAL PROCEDURE

An Offeror may withdraw its Proposal from consideration at any time prior to the Proposal opening by notifying the ACPS Director of Procurement in writing.

Subsequent to the commencement of the proposal opening procedure, an Offeror may withdraw its Proposal from consideration if the price submitted is substantially lower than other Proposals due solely to a mistake therein, provided:

- (i) that the Proposal was submitted in good faith;
- (ii) and the mistake was a clerical mistake as opposed to a judgment mistake was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the Proposal; and
- (iii) that the unintentional nature of the arithmetic error or omission is clearly shown to the Procurement Manager's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn. Written notice of the Proposal withdrawal must be provided by the Offeror within two (2) Business Days of the conclusion of the proposal opening procedure. By close of business on the second business day following the written notice of withdrawal, the Offeror must submit to the ACPS Director of Procurement all original work papers, documents, and materials used to prepare the Proposal.

The aforementioned notice and documents must be delivered in person or by registered mail to the ACPS Director of Procurement. The ACPS Director of Procurement's determination shall be made in writing within five (5) Business Days of receipt of the notice of the Proposal withdrawal, shall state the reason for denial of the request for withdrawal (if applicable), and may only be based upon the original work papers, documents, and materials delivered as requested above.

SECTION 16. PROPOSAL ACCEPTANCE

Submission of a signed Proposal is certification by the respective Offeror that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with ACPS, and that it will accept any award made to it as a result of the submission. ACPS' Purchase Order will serve as a payment document and Agreement, and the Purchase Order Number shall be shown on all invoices and correspondence.

SECTION 17. EXAMINATION OF SOLICITATION DOCUMENTS

It is the responsibility of each Offeror to examine thoroughly the Solicitation Documents and other related data identified in the RFP before submitting a Proposal in response to the RFP.

SECTION 18. PAYMENT TERMS

Payment terms will be recorded by ACPS as Net forty-five (45) days. ACPS will pay the Vendor within forty-five (45) calendar days after the date of receipt of a correct, as determined by

Transportation, invoice approved by the Transportations' designee describing the approved delivery and the acceptance of the items which meets the Contract requirements, whichever is later. Payments will be made by ACPS for goods furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the ACPS Purchase Order pursuant to which authority shipments have been made shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by ACPS.

After acceptance of the Contract, the successful vendor may invoice monthly for services completed.

When submitting the **FINAL** invoice, Vendor shall indicate as such on the document, marking with a clear stamp or marking of **FINAL**. By submitting and being compensated for said final invoice, Vendor agrees that the payments rendered are in full compensation for the Work and constitute Accord and Satisfaction of any duties, obligations, or requirements of the Parties. Vendor also releases its rights to any and all claims or disputes related to the provision of the Work, whether known or unknown.

SECTION 19. NEGOTIATIONS WITH OFFEROR

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror. Should the public body determine in writing and 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. Any such negotiated contract shall be subject to final approval of ACPS, in the sole discretion of ACPS.

SECTION 20. DISCRIMINATION BY VENDOR PROHIBITED

During the performance of this Contract, the Vendor agrees as follows:

- a. The Vendor 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 federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that the Vendor is an Equal Opportunity Employer.

- c. 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.
- d. The Vendor will comply with the provisions of the Americans with Disabilities Act of 1990 and its most current revisions, which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subVendor or vendor.

SECTION 21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Vendor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

SECTION 22. DRUG-FREE WORKPLACE

During the performance of this Contract, the Vendor agrees to:

- (i) provide a drug-free workplace for the Vendor'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 marijuana or any other controlled substance is prohibited in the Vendor'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 Vendor that the Vendor maintains a drug-free workplace; and
- (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each sub Vendor 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 Vendor by ACPS, 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.

SECTION 23. FAILURE TO DELIVER

In case of failure by the Vendor to deliver goods in accordance with the PO Documents, ACPS, after written notice, may procure the same or similar goods or services from other sources and the Vendor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which ACPS may have pursuant to this Contract or under

law. At its discretion, ACPS shall be entitled to offset such costs against any sums owed by ACPS to the Vendor.

SECTION 24. TERMINATION

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until ACPS determines that all the following requirements and conditions have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Vendor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Contract sooner if the Vendor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the ACPS in its discretion.

If ACPS determines that the Vendor has failed to perform satisfactorily, then ACPS will give the Vendor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Vendor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Vendor's failure to provide satisfactory Contract performance. Upon such termination, the Vendor may apply for compensation for Contract services satisfactorily performed by the Vendor, allocable to the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to ACPS Project Officer within fifteen (15) days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Vendor of same within a reasonable time thereafter.

If ACPS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the ACPS to the Vendor (unless ACPS in its discretion provides for an opportunity to cure) and the Vendor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Vendor shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Vendor or its subVendors. Such costs shall be either deducted from any amount due the Vendor or shall be promptly paid by the Vendor to ACPS upon demand by ACPS.

Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to ACPS, and ACPS shall be entitled to recover, all damages to which ACPS is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by ACPS to the Vendor under the Contract and all attorney fees and costs incurred by ACPS to enforce any provision of this Contract.

Except as otherwise directed by ACPS in the notice, the Vendor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Vendor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

SECTION 25. TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by ACPS' Director of Procurement, in whole or in part, whenever determined that such termination is in the best interest of ACPS. Any such termination shall be affected by the delivery to the Vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Vendor will be entitled to receive compensation for all Contract services satisfactorily performed by the Vendor and allocable to the Contract and accepted by the ACPS prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Vendor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the ACPS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

SECTION 26. INDEMNIFICATION

The Vendor covenants for itself, its employees, and sub Vendors to save, defend, hold harmless and indemnify the ACPS, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "ACPS" for purposes of this section) from and against any and all claims made by third parties or by the ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor's acts or omissions, including the acts or omissions of its employees and/or sub Vendors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the ACPS, the Vendor fails or refuses to fulfill its obligations contained in this section, the Vendor shall be liable for and reimburse the ACPS for any and all expenses, including, but not limited to, reasonable attorney fees incurred and any settlements or payments made. The Vendor shall pay such expenses upon demand by the ACPS and failure to do so may result in such amounts being withheld from any amounts due to Vendor under this Contract.

SECTION 27. CONFIDENTIAL INFORMATION

The Vendor, and its employees, agents, and sub Vendors, hereby agree to hold as confidential all ACPS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Vendor shall take reasonable measures to ensure that all of its employees, agents, and sub Vendors are informed of, and abide by, this requirement.

SECTION 28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates any and all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Vendor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or sub Vendor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

SECTION 29. ACPS EMPLOYEES

No employee of ACPS shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

SECTION 30. FORCE MAJEURE

The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Vendor and outside the scope of the Vendor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

ACPS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the ACPS that make performance impossible or illegal, unless otherwise specified in the Contract.

SECTION 31. AUTHORITY TO TRANSACT BUSINESS

The Vendor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Vendor in violation of this requirement is voidable, without cost or expense, at the sole option of the ACPS.

SECTION 32. INDEPENDENT VENDOR

The Vendor is an independent Vendor, and neither the Vendor nor its employees or sub Vendors will, under any circumstances, be considered employees, servants or agents of ACPS. ACPS will not be legally responsible for any negligence or other wrongdoing by the Vendor, its employees, servants or agents. ACPS will not withhold from payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor or its employees, servants or agents. Furthermore, ACPS will not provide to the Vendor any insurance coverage or other benefits, including workers' compensation, normally provided by ACPS for its employees.

SECTION 33. ANTITRUST

By entering into this Contract, the Vendor conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Vendor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by ACPS under this Contract.

SECTION 34. AUDIT

The Vendor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. ACPS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Vendor wishes to destroy or dispose of records (including confidential records to which ACPS does not have ready access) within five (5) years after final payment, the Vendor shall notify ACPS at least thirty (30) days prior to such disposal, and if ACPS objects, shall not dispose of the records.

SECTION 35. ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of ACPS.

SECTION 36. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Vendor and ACPS.

SECTION 37. PROTEST

ACPS's procedures for the protest of a Bid award shall follow those as listed in the Virginia Public Procurement Act (VPPA), as well as those listed in the ACPS School Board Policy and Procedures documents.

SECTION 38. GOVERNING LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for ACPS, Virginia, and in no other court. In performing its work under this Contract, the Vendor shall comply with applicable federal, state, and local laws, ordinances and regulations.

SECTION 39. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right. Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by ACPS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible.

SECTION 40. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

SECTION 41. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO ACPS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

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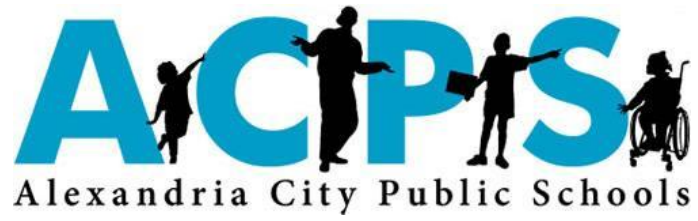


EXHIBIT A

CONSULTANTS TECHNICAL PROPOSAL



EXHIBIT B

CONSULTANTS COST PROPOSAL

Job Title	Hourly Rate	Weekly Rate
Audiologist		
Certified Nursing Assistant (CNA)		
Nurse, Licensed Practical (LPN)		
Nurse, Registered (RN)		
Occupational Therapist		
Speech Language Therapist		
Teacher of the Deaf and Hearing Impaired		
Teacher of the Visually Impaired		
Physical Therapist		
School Psychologist		
Orientation and Mobility Specialist		
Adapted Physical Education Teacher		

ATTACHMENT A

ACPS Sample Contract



**ALEXANDRIA CITY SCHOOL BOARD
dba ALEXANDRIA CITY PUBLIC SCHOOLS
ALEXANDRIA, VIRGINIA**

And

**FOR THE PROVISION OF
Temporary & Permanent Medical Staffing Services**

This Agreement (hereinafter “Agreement”) is made by and between the Alexandria City School Board dba Alexandria City Public Schools (hereinafter referred to as “ACPS”), a public entity and/or political subdivision of the Commonwealth of Virginia with offices located at 1340 Braddock Place, Alexandria, Virginia 22314; and _____ (hereinafter referred to as the “Consultant”). For the purposes of this Agreement, Alexandria City School Board (“ACSB”) and Alexandria City Public Schools (“ACPS”) may be used interchangeably.

RECITALS

WHEREAS, ACPS Procurement Office through a Request for Proposal process, as defined and authorized in the Virginia Public Procurement Act (VPPA), Code of Virginia § 2.2-4300 et seq., solicited and received proposals from the offerors Temporary & Permanent Medical Staffing Services Project, RFP 2504 (“Request for Proposals”);

WHEREAS, on _____, in response to the Request for Proposals, the Consultant submitted a proposal for the provision of Temporary & Permanent Medical Staffing Services; and

WHEREAS, on _____, the Consultant was selected by ACPS provision of Temporary & Permanent Medical Staffing Services, subject to the terms and provisions in the Request for Proposals and this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of foregoing and the following covenants,

warranties and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties agree as follows:

1. AGREEMENT DOCUMENTS

The Agreement Documents are comprised of the following:

1. The terms and conditions of this Agreement, including all written and properly executed modifications, amendments and change orders after execution of this Agreement by an authorized representative of the parties;
2. RFP No. 2504
3. Exhibit A; CONSULTANT'S TECHNICAL PROPOSAL
4. Exhibit B; CONSULTANT'S COST PROPOSAL

Where the terms and provisions of this Contract vary from the terms and provisions of other Agreement Documents, the terms and provisions of this Agreement shall prevail over the other Agreement Documents and the remaining Agreement Documents are complementary to each other and if there are any conflicts the most stringent term or provision shall prevail.

The Agreement Documents set forth the entire Contract between ACPS and the Consultant. ACPS and the Consultant agree that no representative or agent of them has made any representation or promise with respect to the parties' agreement which is not contained in the Agreement Documents.

2. SCOPE OF WORK

The Consultant agrees to perform services described in the Agreement Documents (alternatively, the "Work"). The primary purpose of the Work is to provide consultant services for Temporary & Permanent Medical Staffing Services Project, which is fully described in Exhibit A. The Agreement Documents set forth the minimum Work estimated by ACPS and the Consultant shall be responsible, at the Consultant's sole cost, to provide the specific services set forth in the Agreement Documents and sufficient services to fulfill the purposes of the Work. ACPS shall contact the Consultant and provide an overview of the services to be performed, in turn the Consultant shall provide ACPS with a detailed approach and pricing at the time of such request, based on services and scope of the RFP and the Consultants response to the RFP. Nothing in the Agreement Documents shall be construed to limit the Consultant's responsibility to manage the details of its Work.

3. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

The performance of the Vendor required by this Agreement is subject to the review and approval of the ACPS's Contracting Officer's Technical Representative (COTR), who shall be appointed by ACPS Superintendent or designee.

However, it shall be the responsibility of the Vendor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".

ACPS has authorized the consultant identified below to act as ACPS's representatives for specific purposes, to perform specified duties and responsibilities, and to have the rights and authorities as assigned in connection with completion of the work in accordance with the Agreement Documents, until such time as ACPS may notify the Vendor otherwise:

4. STANDARD OF CARE

In the performance or furnishing of services hereunder, the Consultant and all its agents, shall exercise the degree of skills and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standards of Care") of its Work under this Contract.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

ACPS's review, approval, or acceptance of, or payment for, any services required under this Agreement shall not be construed to operate as a waiver by ACPS of any rights or any cause of action arising out of the Agreement. The Consultant shall be and remains liable to ACPS for the professional quality of the services required under this Agreement within the Customary Standards of Care.

6. AGREEMENT PERIOD

The Consultant's performance under this Agreement shall commence upon execution of this Agreement by an authorized ACPS representative, and shall continue until _____ ("Initial Agreement Period"), with an option of four (4) one (1) year renewals from _____ to _____ (each period hereinafter referred to as ("Subsequent Agreement Period")), subject to modifications as provided in the Agreement Documents.

7. AGREEMENT RATES

ACPS will pay the Consultant in accordance with the terms of the Payment and Invoices paragraph, and Exhibit A for the Consultant's completion of services described and required in the Agreement Documents.

8. PAYMENTS AND INVOICES

ACPS will not be liable for payment of any purchases made by its employees without appropriate authorization issued by ACPS.

The Consultant shall submit invoices for the actual services performed and accepted by ACPS. The invoices shall include a detailed breakdown of the services that were performed, including locations(s) and date(s) and all other pertinent information. All invoices shall reference this Agreement and the ACPS Contract number. If tasks are billed on a percentage basis, the Consultant shall document each invoice with task performed during the billing cycle.

For any expense related items intended to be invoiced against Consultant's "Not to Exceed" costs, an estimate of the proposed expenses for the current month must be submitted to, and approved by, the COTR in writing prior to incurring the expense.

Payment terms will be recorded by ACPS as net forty-five (45) days. ACPS will pay the Consultant within forty-five (45) days after the date of receipt of a correct (as determined by ACPS) invoice approved by ACPS. Unless otherwise specified by the Agreement Documents, payment shall not be made prior to delivery and acceptance of the services.

All invoices shall be sent in duplicate to the following address:

Alexandria City Public Schools
Accounting
1340 Braddock Place, Suite 620
Alexandria, VA 22314
accountspayable@acps.k12.va.us

And

Alexandria City Public Schools
1340 Braddock Place Suite 300
Alexandria, VA 22314
Attn:
Email:

9. AVAILABILITY OF FUNDS

All funds for payment by ACPS under this Agreement are subject to the availability of an annual appropriation for this purpose by ACPS. In the event of non-appropriation of funds, ACPS will terminate the Agreement, without the termination charge or other liability to ACPS on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and ACPS shall not be obligated under this Agreement beyond the date of termination specified in ACPS's written notice.

10. PAYMENT TO SUBCONSULTANTS

Within seven (7) days after the receipt of amounts paid for work performed by a sub Consultant under this Contract, the Consultant shall either:

- (i) Pay the sub Consultant for the proportionate share of the total payment received attributable to the work performed by the sub Consultant under this Contract; or
- (ii) Notify ACPS and sub Consultant, in writing, of his intention to withhold all or a part of the sub Consultant's payment and the reason for non-payment.

The Consultant shall pay interest to the sub Consultant on all amounts owed that remains unpaid beyond the seven-day period.

The Consultant shall include in each of its subcontracts a provision requiring each sub Consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub Consultant.

The Consultant's obligation to pay an interest charge to a sub Consultant pursuant to this provision may not be construed to be an obligation of ACPS.

11. ADDITIONAL SERVICES

The Consultant shall not be compensated for any goods or services provided except those included in the Agreement Documents and paid for by the Agreement Amount, unless those goods or services are covered by a written amendment to this Agreement signed by ACPS and the Consultant and an ACPS Purchase Order is issued covering the expected cost of such services. ACPS reserves the right to add or delete functional areas at any time during the term of this agreement.

12. INSURANCE REQUIREMENTS

The Consultant shall provide to ACPS Procurement Office a certificate of insurance indicating that the Consultant has the in force the coverage below prior to the start of any Work under this Contract and upon any contract extension(s). The Consultant agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents.

- Workers Compensation-Virginia Statuary limits Workers Compensation (W/C) coverage including Virginia benefits and employer's liability.
- Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Consultants. ACPS, and its officers, employees and agents must be additional named insureds on the CGL policy.
- Excess Liability/Umbrella -\$4,000,000 per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury, and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
- Automobile Bodily Injury and Property Damage Liability - \$450,000 per incident (Owned, non-owned, or hired, as applicable). Commonwealth of Virginia statutory limit for Uninsured and Underinsured Motorists.

Additional Insured – ACPS, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Consultant's Commercial General Liability policy and Intellectual Property policy; evidence of the additional insured endorsement shall be typed on the certificate.

Cancellation – If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this Agreement, the Consultant shall notify ACPS immediately. Any policy on which the Consultant has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Agreement and in such manner that there is no lapse in coverage, and ACPS must be immediately notified of the replacement. Not having the required insurance throughout the Agreement Period is considered a material breach of this Agreement and grounds for termination.

Any policy on which the Consultant has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and ACPS notified of the replacement, in such manner that there is no lapse in coverage.

Contract Identification – The insurance certificate shall state this Agreement number and title.

No acceptance or approval of any insurance by ACPS shall be construed as relieving or excusing the Consultant from liability or obligation imposed upon the Consultant by the provisions of the Contract Documents.

The Consultant shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Consultant assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property whenever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work. The Consultant shall be as fully responsible to ACPS for the acts and omission of its sub Consultants and of persons directly employed by it.

Notwithstanding any of the above, the Consultant may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to ACPS. The Consultant shall also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

13. PROJECT STAFF

ACPS will, throughout the Agreement Period have the right of reasonable rejection and approval of staff and sub Consultants assigned under this Agreement. If ACPS reasonably rejects staff or sub Consultants, the Consultant shall provide replacement staff or sub Consultants satisfactory to ACPS in a timely manner and at no additional cost to ACPS.

14. RELATIONSHIP OF THE PARTIES

It is the intent of the parties that the Consultant shall be legally considered as an independent Consultant; that neither it nor its employees, agents or representatives shall, under any circumstances, be considered servants or agents of ACPS; and ACPS will at no time be legally responsible for any negligence or intentional wrongdoing on the part of the Consultant, its servants or agents, resulting in bodily injury to any person or property damage to any individual, firm or corporation. The Consultant shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ for this Work, any person not reasonably proficient in the Work assigned.

15. SAFETY

The Consultant shall comply with, and shall ensure that the Consultant's personnel, agents and sub Consultants 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 program of Department of Labor.

16. RECORDS

The Consultant shall retain all books, records, and other documents relative to the Agreement Documents for five (5) years after its receipt of final payment under this Contract, or until audited by the Commonwealth of Virginia, whichever is sooner. Such records shall include, but not be limited to: all paid vouchers; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; amendments and change orders to the Agreement Documents; insurance documents; payroll documents; timesheets; memoranda; and correspondence. ACPS, its authorized agents, and auditors of the Commonwealth of Virginia shall have full access to and the right to examine all such documents during said period. Records will be available on demand and with reasonable notice during normal working hours.

17. FAITH BASED ORGANIZATIONS

ACPS and Consultant do not discriminate against faith-based organizations.

18. NON-DISCRIMINATION

During the Contract Term, Consultant agrees as follows:

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, disability, age, religion, sexual orientation, marital status, status as a parent, or pregnancy in its programs, age, disability or on 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Consultant, in all solicitations or advertisements for employees placed by or on behalf of Consultant, shall state that Consultant is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- D. Consultant shall include the provisions of this entire section in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each sub Consultant, sub Consultant and vendor.
- E. Notice of Required Disability Legislation Compliance: ACPS is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, ACPS, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with § 2.2-4311.1 of the Code of Virginia, the Consultant acknowledges that it does not, and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

20. BACKGROUND CHECK AND SECURITY PROVISIONS AND CRIMES

The Consultant shall inform its employees, representatives and agents that placement in an ACPS school or facility will be contingent upon the results of a criminal background check, background verification as well as a Sex Offender Registry Search in accordance with ACPS policies and procedures for ACPS volunteers and employees. The failure to successfully pass ACPS' background check shall serve as grounds for immediate dismissal or removal of that employee, agent or representative from any program administered on an ACPS site or facility.

The Consultant certifies that neither it, nor any of its employees, workers or suppliers, have been convicted of: (i) a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (ii) a crime of moral turpitude.

21. DRUG FREE WORKPLACE

During the performance of this Agreement, the Consultant agrees to: (1) provide a drug-free workplace for the Consultant's employees and volunteers; (2) post in conspicuous places, available to 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 Consultant's workplace, and specifying the actions that will be taken against employees and volunteers for violations of such prohibition; and, (3) state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub Consultant or vendor.

For 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 Consultant by ACPS in accordance with ACPS policies and procedures, the employees of which Consultant are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance period of this Agreement.

22. TERMINATION

- A. *Termination for Convenience* -The performance of work under this Contract may be terminated by ACPS and ACPS in whole or in part whenever ACPS determines that such termination is in the best interest of ACPS. Any such termination shall be affected by the delivery to the Consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this contract is terminated and the date upon which such termination becomes effective.
- B. *Termination for Cause*-The Contract shall remain in force for the initial Agreement Period and any subsequent Agreement Period(s) and until ACPS determines that all of the following requirements and conditions are have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Consultant has met all requirements and conditions relating to the Work under the Agreement Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Contract sooner if the Consultant is in breach or default or has failed to perform satisfactorily the Work required, as determined by ACPS in their sole discretion.

If ACPS determines that the Consultant has failed to perform satisfactorily, then ACPS will give the Consultant written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) business days before termination of the Contract takes effect ("Cure Period"). If the Consultant fails to cure within Cure Period or as otherwise specified in the notice of cure, the Contract may be terminated for the Consultant's failure to provide satisfactory performance. Upon such termination, the Consultant may apply for compensation for contract services satisfactorily performed by the Consultant, allocable to the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination

Costs, with all supporting documentation, must be submitted to Director of Procurement within fifteen (15) business days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Consultant of same within a reasonable time thereafter.

- C. *Termination for Breach and Default*-If ACPS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after the notice from ACPS is mailed to the Consultant (unless ACPS in their sole discretion provides for an opportunity to cure) and the Consultant shall not be permitted to seek Termination Costs.

Upon termination pursuant to paragraph B and C of this section, the Consultant shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the work covered by the Contract, including costs for delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed by the Consultant. Such costs shall be either deducted from any amount due to the Consultant or shall be promptly paid by the Consultant.

23. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant covenants for itself, its employees, and sub Consultants to save, defend, hold harmless and indemnify ACPS, and all their respective elected and appointed officials, officers, current and former employees, agents, departments, boards, and commissions from and against any and all claims made by third parties or by ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges liability, demands or exposure, however, caused, resulting from, arising out of, or in any way connected with the Consultant's performance or non-performance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If after, notice by ACPS, the Consultant fails or refuses to fulfill its obligations contained in this section, the Consultant shall be liable for and reimburse ACPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Consultant shall pay such expense upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to the Consultant under this Contract.

24. INTELLECTUAL PROPERTY INDEMNIFICATION

The Consultant warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights, and trademarks) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Consultant further covenants to save, defend, hold harmless, and indemnify ACPS, and all their respective officers, officials, departments, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs, (including court costs and attorney's fees), charges liabilities, or exposure, however, caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article

manufactured or used in the performance of this Contract, including its use, by ACPS. If the Consultant uses any design, device, method, or material covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract amount includes all royalties, licensing fees, or costs arising from the use of such design, device, method, or materials in any way involved with the Work.

25. CONFIDENTIALITY

The Consultant shall maintain the confidentiality of documents designated as confidential by ACPS, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of its sub Consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

26. AUTHORITY TO TRANSACT BUSINESS

The Consultant shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Agreement Period and any subsequent Agreement Period(s) of this Contract. A contract entered into by a Consultant in violation of this requirement is voidable, without any cost or expense, at the option of ACPS.

27. FORCE MAJEURE

The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Consultant, and outside and beyond the scope of the Consultant's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

28. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Consultant certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Consultant, supplier, manufacturer, or sub Consultant and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

29. ANTITRUST

By entering into this Agreement, the Consultant conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Consultant may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by ACPS under this Agreement.

30. WAIVER

ACPS's failure to insist, in any one or more instances, on the performance of any of the Contactor's obligations under the Agreement Documents, or ACPS's approval of alternatives, variances or substitutions to Consultant's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, ACPS's actions or inactions shall not waive, modify or alter Consultant's responsibilities or liability under the Agreement Documents.

31. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by ACPS pursuant to this Agreement shall constitute or to be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible.

32. SURVIVAL OF TERMS

In addition to any numbered sections in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Agreement also survive: INDEMNIFICATION, INDEPENDENT CONSULTANT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; and CONFIDENTIALITY.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to ACPS under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to ACPS at law or in equity.

34. SEVERABILITY

In the event any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement Documents, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the Agreement Documents a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of the Agreement Documents is intended to be severable.

35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for ACPS, Virginia, and in no other court. In performing the Work under this Contract, the Consultant shall comply with applicable federal, state, and local laws, ordinance and regulations.

36. ARBITRATION

It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

37. HEADINGS/CAPTIONS

The headings or captions used in the Agreement Documents are inserted for convenience only and shall not be used in interpreting the same.

38. NOT TO BENEFIT

By your signature to this Contract, you agree that no employee of ACPS or members of his\her immediate family, including spouse, parents or children has received or will receive, or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract with ACPS.

39. AMENDMENTS

Unless otherwise specified herein, this Agreement shall not be amended except by written amendment executed by persons dully authorized to bind the Consultant and ACPS.

40. FINAL AGREEMENT

The Agreement Documents represent the entire and integrated agreement between ACPS and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, between ACPS and the Consultant concerning the subject matter of the Agreement Documents. The Agreement Documents may be amended only by a written instrument executed by an authorized representative of ACPS.

41. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

Any termination or cancellation notice or any other notice required by this Contract shall be in writing and must be delivered by services rendering and confirming receipt (such as registered or certified mail). Alternatively, notices may be sent via a nationally recognized overnight service, or may be personally served upon the appropriate party. The following individuals shall serve as contacts for the respective parties to receive required notices pursuant to this Contract at the addresses provided:

Contact Information for the Consultant:

Company Name

Attention: _____

Address _____

Email: _____

Phone: _____

Contact Information for ACPS (Project Information/COTR)

Alexandria City Public Schools

Attention:

1340 Braddock Place

Alexandria, VA 22314

Email:

Phone: _____

Contact Information for ACPS (Legal Authorization)

Alexandria City Public Schools

Attention: Dyanna McMullen, Director Procurement & General Services

1340 Braddock Place, Suite 620

Alexandria, VA 22314

Email: dyanna.mcmullen@acps.k12.va.us

procurement@acps.k12.va.us

Phone: 703 -472-4034

IN WITNESS WHEREOF, ACPS and Consultant have caused this Agreement to be executed by their duly authorized representatives.

**ALEXANDRIA CITY SCHOOL BOARD DBA
ALEXANDRIA CITY PUBLIC SCHOOLS**

CONSULTANT NAME

By: _____
Chief of

By: _____
Signature of Authorized

By: _____
Name: Department Head

By: _____
Name:
Executive Director

By: _____
Name: Dyanna McMullen
Director of Procurement and General Services

**Offeror's Attestation
(To be submitted with Proposal)**

This section below is to be completed by the Offeror and this page must be returned with the proposal in compliance with this Request for Proposal and subject to all terms and conditions imposed herein, which are hereby incorporated by reference. The undersigned confirms that the he or she has thoroughly reviewed this RFP and affirms its response is in accordance with the requirements defined herein. The undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. The undersigned acknowledges and understands that his/her proposal may not be withdrawn for a period of ninety (90) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address (according to the registration with the VA SCC (required))

_____		Date _____
_____	By _____	
_____	(Signature in ink)	
_____	Name _____	
_____ (Zip)	(Please Print)	
_____	Title _____	
Phone _____	Email _____	

Virginia State Corporation Commission ID Number

*If Offeror is **not** registered to do business in the Commonwealth of Virginia, and believes the organization is exempt from this requirement, please provide an explanation below.

Offeror's Authorized Signatory

Date

CLAIMS/FINAL RESOLUTION/JUDGMENTS

___YES___NO

Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Offeror, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative; Proceedings, indictments, arbitrations or the like

TERMINATION/FAILURE TO COMPLETE

___YES___NO

Has Offeror ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Offeror for any other reason failed to complete a project?

BREACH, DEFAULT, DEBARRED:

___YES___NO

Within the last five (5) years, has Offeror been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in bidding for any contract? If yes, please explain the circumstances:

RELEASE FROM CONTRACT BID, PROPOSAL OR AWARD:

___YES___NO

Has Offeror filed a request to be released from a Bid, Proposal, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.

FAILURE TO EXECUTE A CONTRACT:

___YES___NO

Has Offeror ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the Agreement Documents; an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:

BANKRUPTCY:

___YES___NO

Has Offeror filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

() Yes, the Proposal I have submitted does contain trade secrets and/or proprietary information.

() No, the Proposal I have submitted does not contain any trade secrets and/or proprietary information

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the Proposal containing such data or materials:

STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:

NOTE: If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection, accordingly, effective upon the award of contract, the Proposal will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION:

The undersigned certifies that this Proposal is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

Offeror's Authorized Signatory

Date

Name and Title of Authorized Signatory

**PROPOSAL FORM (CONTD.)
CONFLICT OF INTEREST STATEMENT**

I, the person whose name is subscribed below, am a duly authorized representative and agent of the entity submitting this proposal in response to its Request for Proposal. On behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent entity or subsidiary, has, within the past two (2) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by ACPS, as a result of this solicitation.

Affirm that if the Offeror awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or request for proposal for or on behalf of ACPS, the Offeror agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to ACPS as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

ENTITY OR PERSON NAME: _____

SIGNED BY: _____ DATE: _____

NOTARY STATEMENT

COMMONWEALTH OF VIRGINIA / STATE OF _____)

CITY/COUNTY OF _____) to wit:

I, the undersigned Notary Public in and for the State and County of aforesaid, hereby certify that on _____, 201_, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____

**PROPOSAL FORM (CONTD.)
REFERENCES**

List at least 3 references in which your company was awarded a contract in the last five (5) years. References should include items of similar scope and size for which your company has provided service.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name
address

Representative's Phone #

Representative's email

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name
address

Representative's Phone #

Representative's email

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name
address

Representative's Phone #

Representative's email

(Signature of Offeror)

(Date)

PROPOSAL FORM (CONTD.) TAXPAYER IDENTIFICATION

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION This form shall be uploaded as part of Vendor Self Service Registration

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>					Employer identification number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
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Part II Certification	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.
------------------------------	---

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT C– INSURANCE REQUIREMENTS

ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)

I understand the insurance requirements and, if issued this Contract, will submit a Certificate of Insurance to Alexandria City Public Schools in the amount and type as set forth below.

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

- | | |
|--|--|
| <p>1. Worker’s Compensation and Employers’ Liability
Required when Contractor has three (3) or more employees.</p> | <p>Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. Benefits as required in labor union agreements, including the “All States” endorsement. \$1,000,000 each accident; \$1,000,000 each disease; \$1,000,000 policy limit for employer’s liability. USL&H coverage included.</p> |
| <p>2. Commercial General Liability
Required on all ACPS contracts.</p> | <p>\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate. The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after ACPS’s final acceptance of the work.</p> |
| <p>3. Automobile Liability
Required on all ACPS contracts.</p> <p>Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.</p> | <p>\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists. Must include the following: Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.</p> |
| <p>4. Property Coverage
Required when Contractors:</p> <p>A. Uses their own personal property or equipment on ACPS property; and/or</p> <p>B. Stores or leaves equipment or personal property on ACPS Property; and/or</p> <p>C. Uses materials for building NOT owned by ACPS until installed.</p> | <p><u>Commercial Property Policy/Builders Risk</u>: Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake and terrorism.</p> <p><u>Contractor’s Equipment Floater</u>: Provide coverage for Contractor’s mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges and tunnels.</p> |
| <p>5. Crime Policy
<u>REQUIRED WHEN CONTRACTOR:</u></p> | <p>\$1,000,000 limit for employee theft of money, securities and other property owned by the contractor.</p> |

- A. Collects money, securities or other property on behalf of ACPS, and/or
- B. Requires the use of ACPS money, securities, or negotiable property to be in Contractor’s care, custody and control and/or
- C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.

An endorsement should also be added to the policy to cover theft of ACPS’s money, securities, or other property (third party coverage).

6. **Professional Liability/Errors & Omissions**

Required when:

- A. Contractor must maintain a license or special degree.
 - B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.
 - C. Law enforcement, contractors.
- A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by ACPS is part of the work.

\$1,000,000 each claim and aggregate.

C. Where applicable \$10M Law Enforcement contractors. Coverage may be provided in the General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).

7. **Excess Liability/Umbrella**

\$2,000,000 Per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.

8. **Garage Liability**

Required when the contractor takes possession of ACPS’s owned vehicles including buses in order to repair.

\$1,000,000 bodily injury and property damage each occurrence/accident.

9. Alexandria City Public Schools must be named as an **additional insured** on all insurance policies other than Worker’s Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.)

10. **Pollution Liability**

Coverage should be included with a \$1,000,000 limit for each occurrence, claim or pollution incident. This coverage is required of all contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.

11. Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.

12. Best’s Guide rating: “A-” VIII or better, or its equivalent. The insurance companies should be lawfully authorized to do business in the Commonwealth of Virginia.

13. The Certificate(s) of Insurance shall state the RFP or ITB or Contract Number and Title.

Offeror’s Authorized Signatory

Date



Attachment D List of Schools

Facility	Service Address	Zip Code
Chance for Change	216 S. Peyton Street, Alexandria, VA	22314
Charles Barrett Elem	1115 Martha Custis Dr., Alexandria, VA	22302
Central Office	1340 Braddock Place, Alexandria, VA	22314
Cora Kelly Elem	3600 Commonwealth Ave., Alexandria, VA	22305
Douglas MacArthur Elem	1101 Janneys Ln, Alexandria, VA	22302
Francis C Hammond Middle	4646 Seminary Rd, Alexandria, VA	22304
George Mason Elem	2601 Cameron Mills Rd, Alexandria, VA	22302
George Washington Middle	1005 Mount Vernon Ave., Alexandria, VA	22301
James Polk Elem	5000 Polk Ave, Alexandria, VA	22304
Jefferson Houston Elem	1501 Cameron St., Alexandria, VA	22314
John Adams Elem	5651 Rayburn Ave., Alexandria, VA	22311
Lyles Crouch Elem	530 St Asaph St., Alexandria, VA	22314
Maintenance Facility_1	116 South Quaker Lane, Alexandria, VA	22304
Maintenance Facility_2	TBD	
Matthew Maury Elem	600 Russell Rd, Alexandria, VA	22301
Minnie Howard Elem	3801W Braddock Rd, Alexandria, VA	22302
Mount Vernon Community School	2601 Commonwealth Ave., Alexandria, VA	22305
Patrick Henry Elem	4643 Taney Ave., Alexandria, VA	22304
Rowing Facility	1 Madison St., Alexandria, VA	22304
Samuel Tucker Elem	435 Ferdinand Day Dr., Alexandria, VA	22304
TC Williams High	3330 King St., Alexandria, VA	22302
Transportation Facility	3540-Wheeler Ave., Alexandria, VA	22304
William Ramsay Elem	5700 Sanger Ave., Alexandria, VA	22311