



**ALEXANDRIA CITY SCHOOL BOARD**

**dba**

**ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)**

**REQUEST FOR PROPOSAL (RFP)**

**for**

**Substitute Staffing & Management Services**

**RFP NUMBER 1126**

**CLOSING DATE: JUNE 4, 2021**

**OPENING TIME: 3:00 PM 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 – May 19<sup>th</sup>, 2021



Dated: May 19<sup>th</sup>, 2021

RE: RFP NO. 1126 Substitute Staffing & Management Services

Commodity Codes: 91885 & 95874

To Whom It May Concern:

Alexandria City Public Schools (hereinafter "ACPS") is currently seeking qualified Offeror(s) to provide firms to provide substitute staffing services for teachers and teacher specialists including School Nurses, Social Workers and Counselors as well as paraprofessionals. ACPS invites any qualified Offeror to respond to this RFP by submitting a proposal consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

**PROPOSAL TIMELINE:**

**All questions must be submitted via email to [Terrence.stafford@acps.k12.va.us](mailto:Terrence.stafford@acps.k12.va.us) , with the notation, "RFP 1126: Substitute Staffing & Management Services" on or before 11:00 AM EST on June 8<sup>th</sup>, 2021.** ACPS endeavors to provide answers to questions *via* an addendum to this solicitation within three (3) days. Should we be unable to do so, ACPS may extend the opening date for proposal responses.

**A Pre-Proposal Conference Call is scheduled for Thursday, June 3rd, 2020 at 11:00am.** A zoom link has been created for this conference. Use the link <https://acpsk12.zoom.us/my/terrencestafford> to join the call.

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.

**Proposals must be received by or prior to 3:00 PM, June 11<sup>th</sup>, 2021** for furnishing the goods and services described herein.

Upon initial review of the proposals, ACPS reserves the right to down select and schedule presentations with a short list of offerors. It is anticipated these presentations, if scheduled, may occur the week of June 14<sup>th</sup>, 2021 via Zoom.

Inquiries for information regarding this procurement, any procedures and/or proposal submission, shall be directed to the undersigned at [Terrence.Stafford@acps.k12.va.us](mailto:Terrence.Stafford@acps.k12.va.us). Update Table of Contents

Sincerely,

Terrence Stafford, Senior Buyer ACPS

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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 substitute staffing services for teachers and teacher specialists including School Nurses, Social Workers and Counselors as well as paraprofessionals. Our intent is to contract out these services which shall include recruiting, training, onboarding requirements to include fingerprinting as a pass-through cost, and background checks including Child Protection Services in accordance with Virginia statutes and district policy for employment. TB testing is also required. . 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. MISSION / BACKGROUND**

Alexandria City Public Schools (ACPS) serves more than 16,000 students who hail from more than 120 countries and speak 121 languages. ACPS has 18 schools, including two middle schools, two K-8 schools, one pre-K school and the internationally recognized T.C. Williams High School and additional administrative facilities. Alexandria City Public Schools (ACPS) currently utilizes an average of 15,191 substitute teachers' assignments per year and 1941 substitute paraprofessionals 235 Nurses.

## **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 the Senior Buyer, Terrence Stafford at [Terrence.Stafford@acps.k12.va.us](mailto:Terrence.Stafford@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.

The Offeror should provide a draft schedule that outlines the number of calendar days from the Contract Agreement date to the final deliverable and the associated activities/deliverables. The Work Plan Methodology should specify the date upon which all resources would be received and when training/professional development on new materials could occur.

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 4 of this RFP apply.

7. Experience: a minimum of ten (10) 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.

11. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.

12. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases or services.

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 5. Technical Proposal Requirements

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.

Upon notification of selection, the successful Offeror is **required to register on ACPS' Vendor Self-Service Registration System** at <https://acps.munisselfservice.com/>.

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. PROJECT DESCRIPTION/SCOPE OF SERVICES**

The awarded Offeror for the work of the **Substitute Staffing & Management Services shall**, at a minimum, achieve and maintain the performance outcomes listed below.

ACPS is currently seeking proposals from qualified Proposers that provide the service of recruiting, managing, operating, and employing substitute teachers, specialists, and substitute paraprofessional staff. The Proposer will be required to employ and to provide all management, personnel, and employment services to the District including, but not limited to, training, employment, financial, tax withholding, workers' compensation, insurance, social security, management and oversight for the staffing of substitute staff. Staffing includes both short term and long-term assignments.

The Proposer acknowledges that the needs of the District may increase or decrease during the school year(s) and agrees to meet the ongoing District staffing needs. The proposer understands that any employee hired from the ACPS pool retains the right to be employed by ACPS in casual and alternate staff assignments,

Upon written notice, the District or its authorized representative has the right to refuse services of any Proposer employee. The District may request that an employee not be assigned to the District for any reason at any time upon written notification to the Proposer, so long as that reason is not illegal or discriminatory.

With regards to the Proposer's employees, the Proposer will comply with and do the following:

1. Provide Full-Service Substitute Staffing Services. "Full-Service" is defined here meaning Proposer will staff and manage all substitute assignments for designated employee types.

2. Comply with all applicable Federal and State laws, rules and regulations, including, but not limited to, wages and hours of employment requirements.
3. Offer employment to the District's substitute employees in good standing.
4. All Proposer employees must complete consumer and/or criminal background checks, Child Protection Services and TB testing pursuant to State law prior to beginning employment.
5. Substitutes will be required to receive training on Blood Borne Pathogens, Child Protection Services, Sexual Harassment Prevention, as well as various ACPS policies.
6. Each substitute employee must be in possession of any and all valid licenses and certifications required by State law pertaining to public school employment and must be qualified as stipulated in the specifications.
7. Proposer staff will comply with all rules, regulations and policies of the District and will perform their tasks in accordance with the District policy.
8. The awarded Proposer will have the sole responsibility to compensate its employees, including all applicable employer taxes and workers' compensation.
9. Employees of the Proposer must be thoroughly trained and qualified, and capable of performing the work assigned to them. Employees must be able to effectively communicate with the staff and students in the English language.
10. All personnel will report to work in appropriate professional dress and demeanor.

## **SECTION 5. TECHNICAL PROPOSAL REQUIREMENTS**

All aspects of the technical proposal will be evaluated based on the project goals mentioned above. Offerors must demonstrate an understanding of each task as well as explain the approach to each task. Restatements of the tasks presented in the RFP are not acceptable, and will not be considered responsive.

Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required services. Proposals shall be formatted electronically in a **one file document**, prepared simply and concisely. **Each Offeror's proposal shall be tabbed and organized in the sequence indicated below (failure to do so may result in a lower evaluation of the proposal).**

### **TAB I**



- a. Letter of Transmittal: An executive summary of the Offeror's understanding of the services sought through the RFP, and a description of the Offeror's underlying philosophy in providing the services;
- b. Expertise and Understanding of RFP and Technical Approach: The Offeror must provide a written narrative statement to demonstrate their understanding, ability, and willingness to satisfy all the specified requirements and meet the project goals stated in this RFP.
- c. Page 33: Completely filled in and appropriately signed by authorized personnel, including a valid VA SCC ID Number, showing the firm in good standing.
- d. Pages 33-42: Completely filled in and appropriately signed by authorized personnel.
- e. Exceptions and Proprietary Information: Offerors must specify in a cover sheet any sections containing trade secrets or proprietary information. Offerors must also specify and exceptions to the Sample Contract or any terms and conditions of the RFP.

## **TAB II**

- f. Corporate Experience and Capabilities: Describe your ability to provide services in a timely fashion, including your experience with providing substitute services in a public-school setting and your familiarity with the services required by the Alexandria City Public Schools. Any experience or knowledge of matters directly affecting Alexandria City Public Schools should be addressed, including, but not limited to knowledge of Commonwealth of Virginia education laws.
- g. The Offeror shall include information related to its Work plan and its ability to meet the requirements of this RFP. Description of Proposer's substitute pool. How many substitutes do you place? How many substitutes do you employ? Information detailing successful placement/fill rates to include the processes/strategies, systems and best practices to accomplish these actions.  
Offerors should also provide sample quarterly reports for plans of size and scope similar to ACPS's plans. This section is limited to fifteen (15) single spaced, 12 font pages exclusive of the samples of the reports.
- h. Strengths: Describe and special strengths, insight or innovativeness, which may be applicable to your firm in relation to the stated project goals but not requested above.
- i. Experience and References: Proposer must have at least five (5) years of experience providing full-service substitute teacher and substitute paraprofessional services to public school districts. Proposer should demonstrate experience with school districts of similar size as Alexandria City Public School in terms of student enrollment and number of teaching staff members. Proposer will complete the Offeror's Reference Sheet with at least five (5) references from Public School District clients who are currently being provided full-service substitute teacher and substitute paraprofessional services by Proposer. References must include full name of the contact person, name of their

organization, title of project work performed, and the current email and phone number for the contact person. If the information is not current or if the reference person does not respond, no points will be awarded for that reference.

### TAB III

j. Organizational Chart: Provide your firm's organizational chart (block diagram) for this project.

k. Key Staff: Identification and statement of qualifications for key personnel and all consultants who will be assigned to the project. Resumes of all proposed key personnel and, if applicable, subcontractors who will be performing the content Work under the Contract. Provide information that documents the personnel's qualifications to produce the required outcomes, including your company's capacity for providing the required services.

l. Job description: All proposals must include template job descriptions for:

- Teacher
- Instructional Assistants
- Student Support Specialists i.e. Counselors, Nurses

m. Description of recruiting, hiring, credentialing, training, and retention process:

- Describe the recruiting, hiring, and credentialing process;
- Give a detailed explanation of your training program for all newly hired and transitioning substitute teachers and substitute paraprofessionals; including technology assessment and skills to provide virtual instruction.
- Describe the disciplinary process should a staff member no longer be a fit for the District.
- Describe how you retain your substitute staff.
- Confirm whether your Company will hire substitutes currently employed by the District.

n. Description of transition process from the District to your Company's program. Include:

- Transition of the District's substitute employees.

- Software integration, timeline, and training District teachers, building personnel, and substitutes

**TAB IV**

o. Financial Data and Insurance: Provide pertinent financial data, which demonstrates your firm’s capability to successfully perform on this project. This shall include information on the financial stability of the firm; e.g. annual financial reports, statements, and credit bureau ratings. Additionally, your firm’s ability to meet and obtain the insurance requirements stated herein (this means a copy of the firm’s current certificate of insurance showing the coverage and/or a written statement from the firm stating they will provide the required coverage upon award of the contract).

p. Resources and Ancillary Materials: Provide resources and Ancillary materials that are proposed. Details should include the print resource and online that will be provided. Describe the web-based personnel management software, Absence Management or similar program, that will facilitate the services to be provided. Please describe in detail the system your organization utilizes. Any additional costs associated with implementation should be outlined as well.

q. Describe your automated reporting/billing system. Describe your typical billing terms

r. Describe your management reports focused on staffing performance.

s. Provide information detailing any additional services that your Company can offer, including services for a live online instructional model for an easy-to-use virtual classroom.

**TAB V**

t. Cost Proposal: Describe your proposed fee proposal/structure, based on the District’s pay. For the Proposer to be considered responsive and responsible, they must use the staffing wages provided in developing their proposal. Alternative fee structures based on rates that you recommend may be provided if different from below.

u. The fee structure must include any costs outside of the wages to include administrative costs, service fees, implementation fees.

Substitute Position	Example Daily Pay Rate	Proposer Pricing per Substitute per Day
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Daily Substitute Teacher	\$75.00 per full day	\$_____ per full day
Daily Substitute Paraprofessional	\$85.00 per full day	\$_____ per full day
Long Term Assignments for Teachers Specialists	\$100.00 per full day	\$_____ per full day

Amount of Substitute Assignments in 2019-2020	Average Fill Rates	Estimated funds used to support substitute management in 2019-2020
~15,000 assignments	150-200 substitutes per day	\$1,500,000

## 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 eVA (electronic Virginia) website: proposals will be accepted on or before the RFP closing date and time. No paper copies allowed.

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. MINIMUM CRITERIA FOR RESPONSIBILITY / 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:

	<b>Initial Evaluation Description Criteria</b>	<b>Point Value</b>
1.	<b>Company Details and References:</b> Considers the Proposer's financial viability, stability, performance, and experience. The Proposer provided a reference list of five (5) substitute staffing contracts with [State] school districts currently providing substitute teacher and paraprofessional staffing services.	20
2.	<b>Management Services:</b> Considers Proposer's ability to provide services, operational efficiency, and program management capabilities. Analysis of the absence data that identifies opportunities for improvement	30
3.	<b>Technical Elements:</b> Consider the Proposer's program overview, resources, systems, procedures, processes, recruiting, hiring practices, compliance, retention, human resources, training, and technology. A detailed explanation of solutions to specific challenges identified.	20
4.	<b>Start-Up/Transition Plan:</b> Is the plan customized and detailed from pre-planning, through the start of the contract, and continued through engagement? Did the Proposer detail the additional management and resources they will be providing as well as the startup tasks?	10

5.	<b>Financial Proposal:</b> What is the cost of the program proposed and its impact upon the district's operating budget? How do they compare among Proposers?	20
6.	<b>Total Points</b>	<b>100</b>

## **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 June 14th, 2021.**

## **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. MISCELLANEOUS.**

1. Ownership of Material – Ownership of all data, materials, and documentation originated and prepared for ACPS pursuant to the RFP shall belong exclusively to ACPS and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.24342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
2. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
3. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The ACPS Procurement office will issue all Addenda.
4. No Offeror shall confer on any School system employee having official responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
5. ACPS may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. ACPS reserves the right to reject any proposal if the Offeror fails to satisfy ACPS that it is qualified to carry out the obligations of the proposed contract.
6. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
7. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.

8. It is the policy of ACPS to maximize participation by minority and women owned business enterprises in all aspects of ACPS contracting opportunities.
9. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
10. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. ACPS reserves the right of approval for any subcontract work, including costs thereof.
11. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, vendors, and subvendors are applicable to this RFP.
12. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
13. The procurement provisions of the Code of Virginia (1979), as amended, Sections 23.21, et seq., as well as the ACPS Procurement Manual, apply to this RFP, unless specifically modified herein. The ACPS Procurement Manual can be reviewed at the Procurement office.
14. Insurance Requirements: Successful Offeror, and any of its subvendors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subvendors, under any resultant Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance ACPS may have. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP.
15. The Successful Offeror will be subject to performance requirements as outlined in the contract award. The expectation is to provide a fill rate of 97-100%. Should performance fall before this average in quarterly review the contract may be reviewed under non-performance and cancelled without penalization to the division.

## **SECTION 11. FINANCIAL STATEMENT.**

Each Offeror may be asked to submit its most recent independent certified public accountant's audit of its finances, including the management letter other ancillary audit components. In instances where a management letter was not prepared as an audit function the Offeror must submit a written statement with its response certifying its absence. Failure to submit a financial statement when requested by ACPS shall be grounds for immediate rejection of the response. If the financial statement is not for the identical organization submitting the proposal, a written explanation must be attached that explains the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).



**SECTION 12. QUALIFICATION OF OFFEROR.**

Each Offeror may be required, before the award of any contract, to show to the complete satisfaction of the Director of Procurement that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material or goods specified herein in a satisfactory manner. Each Offeror may also be required to provide past history and references which will enable the Director of Procurement to be satisfied as to the Offeror's qualifications. Failure to qualify according to the foregoing requirements will justify rejection by ACPS of a proposal of the respective Offeror.

**SECTION 13. PROTEST.**

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to ACPS Director of Procurement & General Services within the required time period.

**SECTION 14. INFORMATION ON CONTRACT TO BE AWARDED.**

The Sample Contract marked as Attachment A to RFP No. 1126 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.

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**ATTACHMENT A**  
**ACPS Sample Contract**



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

**And**

---

**FOR THE PROVISION OF**  
Substitute Staffing & Management 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 for Pension Investment Consultant Services, RFP 1126 (“Request for Proposals”);

**WHEREAS**, on \_\_\_\_\_, in response to the Request for Proposals, the Consultant submitted a proposal for the provision of Pension Investment; and

**WHEREAS**, on \_\_\_\_\_, the Consultant was selected by ACPS provision of Pension Investment Consultant 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:

- a This Agreement;
- b Exhibit A – Consultant’s Technical and Cost Proposal
- c RFP No. 1126 is incorporated herein by reference;

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 Substitute Staffing & Management Services, 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 Consultant is subject to the general review and approval of Contracting Officer (“COTR”) who shall be appointed by the Alexandria City School Board. However, it shall be the responsibility of the Consultant to manage the details of the execution and performance of its work pursuant to the Agreement Documents.

## **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

And

Alexandria City Public Schools  
Recruitment and Retention  
1340 Braddock Place Suite 300  
Alexandria, VA 22314  
Attn: Sandra Hardeman

## **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 Statutory 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, Acting Director of Procurement & General Services  
1340 Braddock Place, Suite 620  
Alexandria, VA 22314  
Email: [dyanna.mcmullen@acps.k12.va.us](mailto:dyanna.mcmullen@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: \_\_\_\_\_

By:

\_\_\_\_\_  
Name: Dr. Stephen Wilkins  
Title: Chief of Staff

Signature of Authorized

Title: \_\_\_\_\_

By: \_\_\_\_\_

Sandra Hardeman, Director of

By: \_\_\_\_\_

Name: Dyanna McMullen  
Title: Acting 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)
_____ (Zip)	Name _____
	(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:

---

---

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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.).

CONFLICT OF INTEREST

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the Offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the Offeror receiving an unfair competitive advantage, or the Offeror's objectivity in performing the contract work may be impaired. The Offeror agrees that if after award it discovers an organizational conflict of interest with respect to the Contract, it shall make an immediate and full disclosure in writing to the Procurement Office which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS Propsoal (PROJECT MANAGER).

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

By signing this document, the Offeror agrees that, he has carefully examined all the requirements of this solicitation that there are no contradictions, ambiguities, errors or infeasible requirements apparent. The undersigned further agrees that he will accept an award to carry out the required services under this solicitation.

---

Offeror's Authorized Signatory

---

Date

---

Name and Title of Authorized Signatory

**ATTACHMENT C - 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 No. 14-15-178. 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: \_\_\_\_\_



**ATTACHMENT E – 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. <b>Worker’s Compensation and Employers’ Liability</b><br/>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&amp;H coverage included.</p>                                                                                                                                                                                                                                                                                                                                                |
| <p>2. <b>Commercial General Liability</b><br/>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. <b>Automobile Liability</b><br/>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. <b>Property Coverage</b><br/>Required when Contractors:<br/>A. Uses their own personal property or equipment on ACPS property; and/or<br/>B. Stores or leaves equipment or personal property on ACPS Property; and/or<br/>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.<br/><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. <b>Crime Policy</b><br/><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 E - OFFEROR'S REFERENCE SHEET**

Offerors are required to provide at least three (3) references for work of similar sizes and scope to this RFP. The contact information is to be current as of the date of the solicitation response. The ACPS is not responsible for correcting the contact information provided. If the information is not accurate or if a reference is not reachable or does not return the contact request, that reference will not be included in the evaluation.

<b>Date(s) of Work</b>	<b>Contract Description</b>	<b>Contract Dollar Amount</b>	<b>Point of Contact: Full Name, Organization Name; Current Email Address and Phone.</b>



**EXHIBIT A**

**CONSULTANT'S TECHNICAL AND COST PROPOSAL**