

Date: September 19, 2013

For ACTION

For INFORMATION

Board Agenda: Yes
No

FROM: Stacey Johnson, Chief Financial Officer

THROUGH: Margaret May Walsh, Ed.D., Acting Superintendent of Schools

TO: The Honorable Karen Graf, Chair, and Members of the Alexandria City School Board

TOPIC: Informal Solicitation for Proposals related to the ACPS Superintendent Search

BACKGROUND: On Thursday, August 29, 2013, the School Board voted and approved the release of Dr. Morton Sherman, former ACPS Superintendent, from his contractual duties effective August 30, 2013. During the same called meeting, the School Board appointed Dr. Margaret Walsh as Temporary Division Superintendent (Acting Superintendent).

In closed session, the School Board discussed its options as it relates to a contractual agreement with an outside provider in order to perform a national search for the new Superintendent. In consideration of the effort and time needed to effectively secure qualified, experienced applicants while maintaining a competitive solicitation process, the School Board, in accordance with Policy DJ: Small Purchasing Procedures, elected to issue an informal solicitation of proposals (ISP) as attached.

This solicitation will be sent to a minimum of four search firms in accordance with School Board policies and the Virginia Public Procurement Act. If approved by the School Board, the estimated timeline for this solicitation from issuance to award will be as follows:

September 19	Board Approves ISP for Search Firm
September 20	School Board submits ISP to selected firms
September 25	Search Firm/ Offeror Questions Deadline
October 8	Search Firm/ Offeror Proposals due no later than 4:00PM
October 8 – October 17	School Board Members receive and review all proposals submitted in accordance with the approved ISP
October 17	School Board Evaluation Meeting (Closed Session)
October 17	School Board selects awardee and approves during regular Board meeting

RECOMMENDATION: Approve the use of an outside provider to perform a national search for the new Superintendent and authorize the use of the ACPS small purchases competitive procurement method via the issuance of the attached informal solicitation for proposals to selected firms.

CONTACT: Stacey Johnson, Chief Financial Officer



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

INFORMAL SOLICITATION FOR PROPOSALS No.13-14-026

FOR

**SUPERINTENDENT SEARCH FIRM FOR ALEXANDRIA CITY
SCHOOL BOARD**

Issue Date: September 20, 2013

**ISP CLOSING DATE AND TIME:
October 8, 2013, AT 4 p.m., Prevailing Local Time**

Issued by: Susan Neilson, Clerk of the Board

Notice: In accordance with Code of Virginia § 2.2-4343.1, the Alexandria City Public Schools does not discriminate against faith based organizations in the performance of its purchasing activity.

SUPERINTENDENT SEARCH FIRM
FOR ALEXANDRIA CITY SCHOOL BOARD
ISP approved by the School Board as amended herein on Thursday, September 19, 2013

1. BACKGROUND

The Alexandria City School Board (“School Board”) dba Alexandria City Public Schools (“ACPS”) is located in the City of Alexandria, Virginia, an urban community with a population of nearly 140,000. ACPS is one of the most diverse school systems in the Commonwealth of Virginia. ACPS’ students come from more than 80 different countries, speak more than 70 languages, and represent a broad spectrum of ethnic and cultural groups.

The school division comprises thirteen (13) elementary, five (5) middle and one (1) high school covering two campuses, a satellite school, an alternative school and a detention center facility.

ACPS has experienced significant enrollment increases over recent years. Enrollment has grown by 14.0%, or 1,573 students, since FY 2009. ACPS’ current student enrollment stands at approximately 13,500 for the 2013 – 2014 school year. ACPS has nearly 2,500 employees and an annual budget of approximately \$245 million. Seventy six percent (76%) of ACPS’ budget is received as an appropriation from the City of Alexandria which is ultimately from the taxpayers of the City of Alexandria, Virginia. ACPS is fiscally dependent upon the resources of the City of Alexandria.

2. PURPOSE

The purpose and intent of this Informal Solicitation (ISP) is to solicit written proposals from qualified firms for the provision of a comprehensive nationwide Division Superintendent Search for the Alexandria City School Board in accordance with the requirements of this ISP.

3. CONTRACT OBJECTIVES

- A. Identify the characteristics and qualities desired in a Division Superintendent through input from the School Board, employees, the community, and other relevant sources for Alexandria City Public Schools;
- B. Establish a search and selection timeline that supports a new Superintendent beginning his/her employment contract before the start of school year 2014 – 2015;
- C. Maximize the number of quality, experienced applicants nationwide;
- D. Screen applicants for the desired experience, characteristics and qualities; and assist in the selection process.

4. SCOPE OF SERVICES

- A. The successful Contractor(s) shall provide the following services in accordance with this ISP and any resultant contract issued.
- B. All Offerors shall provide a narrative description of how the following tasks will be performed. At a minimum, the Contractor shall perform the following tasks:
 - i. Identify how interested community members, to include all school system stakeholders, employees, parents, parents organizations, key elected officials and business leaders can be involved in developing the criteria for selection regarding desired superintendent skills, characteristics and qualifications. The Contractor will be required to meet with each School Board member and others who may be identified, to assess School Board priorities, goals and objectives in order to assist the School Board in determining and outlining criteria and qualifications necessary for selecting a Division Superintendent.
 - ii. The Contractor, in consultation with the School Board, will develop a position description and recruitment information about The City of Alexandria and the Alexandria City Public Schools for prospective applicants and provide a suggested format for the interview process and develop a list of potential interview questions. This information will become the property of the School Board at the conclusion of this project.
 - iii. Work with School Board and ACPS staff to provide a detailed work plan and schedule/timeline for the search that includes community involvement while balancing the need for confidentiality of applicants. This plan should include the anticipated involvement of the School Board as a whole.
 - iv. Identify and propose all steps/aspects of the recruitment process.
 - v. Identify support needed from School Board and other ACPS departments.
 - vi. Nationally advertise, prepare and distribute materials, actively recruit and screen highly effective individuals to become applicants.
 - vii. Conduct appropriate background checks, coordinate and facilitate the interview process, arrange all site visits, and include the results as part of the information provided to the School Board for those recommended for consideration.
 - viii. Provide interview and candidacy selection training or coaching, as necessary, to School Board members to ensure ACPS conducts efficient, fair, and

legally defensible interviews which effectively assess the relevant skills, qualifications, experience, and success of prospective candidates.

- ix. Assist in arranging visits to final applicants' current work sites by School Board members, if determined to be advisable.
- x. Evaluate and rank the qualified applicants in accordance with the appropriate criteria.
- xi. Maintain strict confidentiality throughout the search process as directed by the School Board.
- xii. Prepare reports and recommendations to the School Board, as requested.
- xiii. Provide any other assistance to the School Board as necessary to facilitate its final selection of a Division Superintendent for a term to begin on a date specified by the School Board.

5. TECHNICAL PROPOSAL INSTRUCTIONS:

A. Organization Background:

- i. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and City, if applicable registration numbers. The School Board encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- ii. Offeror's technical narrative should address separately each of the objectives and tasks described in sections 3 and 4, Contract Objectives and Scope of Work to be Performed. Responses should be keyed to appropriate paragraph numbers.
- iii. Understanding of the problem and technical approach.
- iv. Statement and discussion of the requirements as they are analyzed by the Offeror.
- v. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.
- vi. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation,

substantiation, justification or understanding of the proposed approaches and program.

- vii. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

B. Preliminary Work Plan:

The Offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Offeror that substantially differs from the contract objectives and project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

C. Cost Proposal:

The Offeror must submit a cost proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The following information should be submitted as part of the cost proposal:
The cost of each task or segment of the task shall be itemized.

- i. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- ii. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- iii. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- iv. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

Caution: Failure to break down cost elements may render the Cost proposal nonresponsive.

D. Treatment of the Issues:

In this section, the Offeror may also comment if deemed appropriate, on any aspect of the ISP, including suggestions on possible alternative approaches to the coverage,

definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

6. TERM

The Work shall commence upon execution ("Initial Contract Period") of a Contract by an authorized ACPS representative and shall continue for one (1) year or until the Work has been successfully completed. Any resultant Contract may be extended ("Subsequent Renewal Period") for a period of time not to exceed an additional one (1) year period after the Contract's first year and must be agreed to in writing by both parties. Any Contract extension is subject to the satisfactory performance by the Contractor and is subject to any modification as provided for in the Contract Documents. Prices shall remain firm throughout the Initial Contract and Subsequent Renewal Periods renewal Automatic renewals are prohibited.

The Contractor understands and agrees that continuity of any award under this ISP award is subject to availability of funding by ACPS and the satisfactory performance of the Contractor and is conditioned on the fact ACPS does not terminate or cancel the contract.

7. PROPOSAL EVALUATION

The ACPS district is looking for a Contractor who provides best value to this project in terms of overall responsiveness, responsibility, quality of proposals, project management approach, relevant project experience, references (name, telephone number, address, email address and facsimile number, and project cost. Award, if made, will be through a purchase order.

The following factors will be considered in the award of this contract;

- A. Qualifications of firm, with appropriate and experienced personnel;
- B. Depth and quality of response to the Contract Objectives, Scope of Services and Technical Proposal Instructions;
- D. Staffing Plan;
- E. References; and
- F. Reasonableness of Cost Proposal.

The factors listed above are listed in the order of relevance and importance.

The School Board reserves the right to reject all proposals or make an award to more than one offeror.

8. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS:

i. ISP Response:

In order to be considered for selection, Offerors must submit a complete response to this ISP. **One (1) original and eleven (11) copies** of each Proposal must be submitted to the issuing agency. In addition, submit one (1) electronic copy on a CD or USB flash drive and one (1) electronic redacted version, if applicable (see below paragraph f.). No other distribution of the Proposal shall be made by the Offeror.

ii. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the School Board requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the School Board. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the ISP. Emphasis should be placed on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the ISP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the ISP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the ISP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the ISP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the ISP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the ISP requirements are specifically addressed.

d. As used in this ISP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify

requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the ISP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may copy seriously affect the overall rating of the Offerors' Proposal.

e. Each of the proposals should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume.

f. Ownership of all data, materials, and documentation originated and prepared for the ACPS pursuant to the ISP shall belong exclusively to the ACPS and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the Proposal.

iii. Oral Presentation:

Offerors who submit a proposal in response to this ISP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the School Board and may or may not be conducted.

9. QUESTIONS, INTERPRETATIONS AND ADDENDA

All questions relating to the ISP shall to be directed to the Clerk of the Board, Susan Neilson in writing by email.

All questions must be in writing. The cut-off date for submitting any and all questions is September 25, 2013 at 4 p.m local prevailing time. Questions shall be sent to Susan Nielson via email at susan.neilson@acps.k12.va.us or via fax at (703)824-6699 or via US Postal Service to Alexandria City School Board, Clerk of the Board, 2000 North Beauregard Street, Suite 200, Alexandria, VA 22311. Verbal questions shall not be allowed. ACPS cannot guarantee that all timely questions will be answered. Offerors may rely only on those communications, statements, documents, answers to questions or other information from ACPS to the extent they are reduced to a formal Addendum to this ISP and issued by ACPS.

Interpretations, amendments or clarifications considered necessary by the School Board in response to such questions will be issued by Addenda and sent to all Offerors within 3 – 5 business days after the receipt of questions deadline.

10. SUBMISSION DEADLINE

Sealed responses must be submitted to the Clerk of the Board before **4 p.m.**, prevailing local time, October 8, 2013. **Responses received after the deadline will not be accepted and shall be returned to the Offeror(s), unopened.**

11. SUBMISSION OF PROPOSALS

In order to be considered for the selection, Offeror must submit a complete response to this ISP. Offerors must submit: One (1) original Proposal and all Required Submittals; eleven (11) exact photo copies of the original signed Proposal and Required Submittals (total of 12). In addition, all Offerors must submit one (1) exact electronic copy of the original Proposal on a Compact Disc (CD) or Universal Serial bus (USB) flash drive. No other submission of the Proposal shall be made by the Offeror.

Offerors must also complete and include Attachments 1-6 with its submission;

Faxed or emailed Proposals will not be accepted; and

Proposals shall be delivered to the Clerk of the Board at the following address:

Alexandria City School Board
2000 North Beauregard Street
Suite 200
Alexandria, Virginia 22311
Attn: Susan Neilson, Clerk of the Board

**ATTACHMENT 1
REQUIRED SUBMITTAL - OFFER AND AWARD FORM**

NAME OF OFFEROR: _____
ADDRESS: _____
TELEPHONE NUMBER: (_____) _____
MOBILE NUMBER: (_____) _____
FAX NUMBER: (_____) _____
EMAIL: _____
FEDERAL EMPLOYMENT IDENTIFICATION NO: _____
ALEXANDRIA BUSINESS LICENSE NO: _____

THIS OFFER AND AWARD FORM SHALL BE SIGNED

In consideration of the payment of the Contract Sum, as set forth in the Proposal, the Offeror offers to perform the Work set forth in this ISP, together with any addenda, in accordance with the terms of the Offeror's Proposal, as modified by any contract or purchase order.

By signing this document, the Offeror agrees that, if its Proposal is accepted for the consideration mentioned, it will at its own expense do all of the work and furnish all the materials, equipment, and labor necessary to carry out this agreement within the time specified in the ISP.

Contractor's Authorized Signatory _____
Date

Name and Title of Authorized Signatory

Accepted by ACPS, Alexandria, Virginia,

Acting Superintendent This _____ day of _____, 2013.

**ATTACHMENT 2
ORGANIZATION INFORMATION WORKSHEET
REQUIRED SUBMITTAL**

1. Vendor's Name: _____

Provide all names under which the applicant does or has done business in the last ten (10) years:

Is the Vendor related to another firm as a parent, subsidiary, or affiliate?

Yes ___ No ____

If yes, attach names and addresses for all affiliated, parent and/or subsidiary companies, and state the nature of each affiliation. _____

2. Vendor's Address: _____

3. Tax Identification Number (EIN/SSN): _____

4. Describe the Vendor legal organization type, status and structure. _____

(a) Is Vendor a corporation? Yes ___ No ____

If yes, what is the State of incorporation?

If not incorporated, specify method, nature and date of organization:

(b) Is Vendor a Partnership? _____

**ATTACHMENT 2
ORGANIZATION INFORMATION WORKSHEET
REQUIRED SUBMITTAL**

(c) Is Vendor a Joint Venture, Consortium or similar type of entity combining resources of multiple entities with a formal legal organization or pursuant to a written agreement? Yes _____ No _____

(d) Details: If a partnership, attach the partnership agreement and other details that explains its purpose, function, creation, members and management (including without limitation each partner's name(s) and individual contact information for each partner). If Vendor is a Joint Venture (JV) or Consortium, attach and provide the same type of details, and also include the JV or Consortium agreement and provide details of the intended role of each JV member, including appropriate additional attachments.

(e) Each corporation must also provide the names of the following officers:

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

Registered Agent (include address): _____

5. Initial if the Vendor is: Minority Owned: _____, Women Owned: _____, Neither: _____

If Vendor is minority or woman owned, provide, as attachment, any governmental certifications thereof.

6. Performance By Others:

(a) Specify the portions of the Work that the Vendor expects to contract to other entities:

**ATTACHMENT 2
ORGANIZATION INFORMATION WORKSHEET
REQUIRED SUBMITTAL**

(b) Contact Persons: Provide contact information including name, title, phone number, mobile number, and email address of the person who can respond authoritatively to any questions regarding this response:

7. Company Name

Date

Vendor's Authorized Signatory

ATTACHMENT 3
ELIGIBILITY CRITERIA (Minimum Qualifications) Worksheet REQUIRED
SUBMITTAL

Responsiveness to Solicitations – In order for a solicitation to be deemed responsive, a vendor shall respond the following questions:

1. **Debarment Status** - Has the Vendor, or any affiliate, ever been the subject of any of the following actions:
 - a. Debarment (state, local or federal) Yes ___ No ___
 - b. Deletion from a Prequalified Vendor's List Yes ___ No ___
 - c. Other action which resembles debarment Yes ___ No ___

If yes, provide details on a separate sheet for each instance.
2. **License** - Attach copies of the Vendor's Commonwealth of Virginia or City of Alexandria Business Licenses.
3. **Insurance/Statement** – Please sign the ACPS Insurance Checklist form included herein and include in your submission.
4. **Authority to Transact Business in the Commonwealth of Virginia** - Include a sheet that states the Vendor's VA State Corporation Commission (SCC) ID number or attach an acceptable signed statement that the Vendor is not required to register with the SCC

**ATTACHMENT 4
PAST PROJECT CONCERNS WORKSHEET**

REQUIRED SUBMITTAL

1. **Claims/Final Resolution/Judgments** – Have any of the following actions occurred on, or in conjunction with, any project performed by the Vendor, any affiliate, or their officers, partners or directors in the last five (5) years? “Legal Action” shall include civil or criminal litigation, administrative proceedings, indictments, arbitrations or the like.
 - a. Legal Action Initiated by Vendor against Owner? Yes ___ No ___
 - b. Legal Action Initiated by Vendor against Consultant?..... Yes ___ No ___
 - c. Legal Action Initiated by Owner against Vendor? Yes ___ No ___
 - d. Legal Action Initiated by Consultant against Vendor?..... Yes ___ No ___
 - e. Initiated by a governmental entity against Vendor?..... Yes ___ No ___
 - f. Judgments against Vendor? Yes ___ No ___

2. If the answer to any of items a. through f. above is yes, provide details on a separate sheet for each instance.

3. **Conflict of Interest** - Identify any persons known to the Vendor who would be obligated to disqualify themselves from participation in any transaction arising from or in connection with the Contract pursuant to the Virginia State and Local Government Conflict of Interest Act (Va. Code §§ 2.23100 *et seq.*).

4. **Termination/Failure to Complete** – Has Vendor ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Vendor for any other reason failed to complete a project?
Yes _____ No _____

If yes, provide details on a separate sheet for each instance, explain the reason for the termination, the present status and resolution.

4. **Bankruptcy:** Has Vendor 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:

**ATTACHMENT 4
PAST PROJECT CONCERNS WORKSHEET**

5. **Breach, Default, Debarred:** Within the last five (5) years, has Vendor 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:

6. **Release from Contract Solicitation, Bid or Award:** Has Vendor filed a request to be released from a solicitation, bid, selection or award on an A/E, project management, construction management or construction contract within the last five (5) years? If yes, please explain the circumstances:

7. **Failure to Execute a Contract:** Has Vendor ever been selected for award or awarded a contract in which you failed to execute the contract? This would include: the company not signing the contract 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:

Company: _____

Signed by: _____ Phone No. _____
 Authorized Representative

Printed/Typed Name, Title: _____

**ATTACHMENT 5
ANTI-COLLUSION CERTIFICATION
REQUIRED SUBMITTAL**

The Vendor certifies that this Solicitation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a solicitation for the same services and that this Solicitation is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Vendor understands collusive offering is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Vendor also understands that failure to sign this statement will make this solicitation non-responsive and unqualified for award.

Name of Company: _____

Signed: _____ Date: _____

DRAFT

ATTACHMENT 6
ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)
INSURANCE CHECKLIST

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. (See continuation sheets for explanation.) Items marked “X” are required to be provided by the Offeror or Bidder if Contract issuance is made to the Offeror’s or Bidders’ firm.

		REQUIRED COVERAGES	LIMITS (figures denote minimum limits required)
X	1.	Worker’s Compensation and Employers’ Liability Required when Contractor has three (3) or more employees.	Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. \$1,000,000 each accident; \$1,000,000 each disease; \$1,000,000 policy limit for employer’s liability. USL&H coverage included.
X	2.	Commercial General Liability Required on all ACPS contracts.	\$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.
X	3.	Automobile Liability Required on all ACPS contracts. Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.	\$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.
	4.	Property Coverage Required when Contractors: A. Uses their own personal property or equipment on ACPS property; and/or B. Stores or leaves equipment or personal property on ACPS Property; and/or	<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. <u>Contractor’s Equipment Floater:</u> Provide

		C. Uses materials for building NOT owned by ACPS until installed.	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.
	5.	<p>Crime Policy <u>Required when Contractor:</u> 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.</p>	<p>\$1,000,000 limit for employee theft of money, securities and other property owned by the contractor.</p> <p>An endorsement should also be added to the policy to cover theft of ACPS's money, securities, or other property (third party coverage).</p>
X	6.	<p>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 the ACPS is part of the work.</p>	<p>\$1,000,000 each claim and aggregate.</p> <p>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.).</p>
X	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.	<p>Garage Liability Required when the contractor takes possession of the ACPS's owned vehicles including buses in order to repair.</p>	\$1,000,000 bodily injury and property damage each occurrence/accident.
X	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.	<p>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.</p>	
X	11.	Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.	
X	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.	
X	13.	The Certificate(s) of Insurance shall state the ISP or Contract Number and Title.	

Company Name

Offeror's Authorized Signatory

Date

Name and Title of Authorized Signatory

**ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)
INSURANCE CHECKLIST
(continuation sheet)**

(Review this section carefully with your insurance agent prior to Proposal submission. See "Insurance Checklist" for specific coverage requirements applicable to the Contract).

I. General Insurance Requirements:

1. The successful Offeror or Bidder shall not start work under the Contract until the successful Offeror or Bidder has obtained at his/her own expense all of the insurance required under the Contract and such insurance has been approved by the ACPS; nor shall the successful Offeror or Bidder allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful Offeror or Bidder. Approval of insurance required of the successful Offeror or Bidder and subcontractors for the ACPS will be granted only after submission to the Director of Procurement of original, signed certificates of insurance or, alternately, at the ACPS's request, certified copies of the required insurance policies.
2. The successful Offeror or Bidder shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverages as indicated above, in the same manner as specified for the successful Offeror or Bidder. Upon request, the successful Offeror or Bidder shall furnish immediately subcontractors' certificates of insurance to the ACPS.
3. All insurance policies required under the Contract shall include the following provision: Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.
4. No acceptance and/or approval of any insurance by the ACPS shall be construed as relieving or excusing the successful Offeror, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract documents.
5. The ACPS (including its officers, agents and employees) is to be listed as an additional insured on all insurance policies except Workers' Compensation and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this section shall be primary with respect to the ACPS, its officers, agents and employees. The contractor's insurance will be primary and the ACPS' insurance or self-insurance shall be non-contributory.
6. The successful Offeror or Bidder shall provide insurance as specified in the "Alexandria City School Board dba Alexandria City Public Schools (ACPS) Insurance Checklist".
7. The successful Offeror or Bidder covenants to save, defend, keep harmless and indemnify the City and all of its officers, agents and employees (collectively the "ACPS") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful Offeror's or Bidder's performance or nonperformance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the

successful Offeror or Bidder completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the ACPS for which the ACPS gives notice to the successful Offeror or Bidder after the ACPS' final acceptance of the Work.

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8. The successful Offeror or Bidder shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the Contract. The successful Offeror or Bidder 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 wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the successful Offeror or Bidder fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract term, the ACPS shall have the absolute right to terminate the Contract without any further obligation to the successful Offeror or Bidder, and successful Offeror or Bidder shall be liable to the ACPS for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the Contract at the time of termination.
10. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the ACPS from supervising or inspecting the project. The successful Offeror or Bidder shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the ACPS. The successful Offeror or Bidder shall be fully responsible to the ACPS for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.
12. Precaution shall be exercised by the successful Offeror or Bidder at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful Offeror or Bidder and its subcontractors. The successful Offeror or Bidder shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.
13. If the successful Offeror or Bidder does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the ACPS Director of Procurement, may be considered. Written request for consideration of alternate coverage shall be received by the ACPS Director of Procurement at least (10) ten working days prior to the date set for opening the Proposals or Bids. If the ACPS denies the request for alternate coverage, the specified coverage will be required to be submitted. If the ACPS permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for Proposal closing or Invitation to Bid opening date.

14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the ACPS. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class VIII" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption, in the same manner as described in section 13 above.
15. The ACPS will consider deductible amounts as part of its review of the financial stability of the Offeror any deductibles shall be disclosed in the Proposal or Bid, and all deductibles will be assumed by the successful Offeror or Bidder.

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II. Successful Offeror's Liability Insurance - "Occurrence" Basis:

1. The successful Offeror or Bidder shall purchase and maintain in a company or companies authorized to do business in the Commonwealth of Virginia, and acceptable to the ACPS such insurance as will protect the successful Offeror or Bidder and the ACPS from claims set forth below which many arise out of or result from the successful Offeror or Bidder operations under the Contract, whether such operations are by the successful Offeror or Bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful Offeror's or Bidder's employees.
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful Offeror's or Bidder's employees.
 - D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful Offeror or Bidder, or by any other person;
 - E. Claims for damages, other than to the Work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting there from;
 - F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle;
2. The specific insurance policies required to cover the claims listed above in subsection II. 1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "Alexandria City School Board dba Alexandria City Public Schools (ACPS) Insurance Checklist" contained in the Request for Proposals, Invitation to Bid or Request for Quotes documents.
 - A. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as dictated on the "Alexandria City School Board dba Alexandria City Public Schools (ACPS) Insurance Checklist":
 - i. Premises/Operations;
 - ii. Actions of Independent Contractors;
 - iii. Products/Completed Operations to be maintained for three years after completion of the Work;
 - iv. Contractual liability including protection for the successful Offeror or Bidder from claims arising out of liability assumed under the Contract, and including Automobile Contractual Liability;

- v. Personal Injury and Advertising Injury Liability
 - vi. Explosion, Collapse or Underground hazards;
3. Commercial Automobile Liability including Uninsured Motorist's and Underinsured Motorists coverage.
 4. Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; and Employers' Liability coverage.

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III. Commercial General or other required Liability Insurance - "Claims Made" Basis

1. If Commercial General or other liability insurance purchased by the successful Offeror or Bidder has been issued on a "claims made" basis, the successful Offeror or Bidder shall comply with the following additional conditions. The limits of liability and the extensions to be included as described in the "Alexandria School Board dba Alexandria City Public Schools Insurance Checklist" remain the same. However, the successful Offeror or Bidder shall either:
 - (a) Agree to provide the certificates of insurance evidencing the above coverage for a period of three years after final payment for the Contract. This certificate shall evidence a retroactive date, no later than the beginning of the successful Offeror or subcontractors Work under the Contract; or

Purchase a three year extended reporting period endorsement for the policy or policies in force during the term of the Contract as evidence of the purchase of this extended reporting period endorsement by means of a certificate of insurance or a certified copy of the endorsement itself.