

REQUEST FOR QUOTATIONS (RFQ)



Issue Date: February 15, 2022

RFQ# 2022-RFQ-7021812

Title: Temporary Virtual CBASE Special Education Teacher

Issuing Agency: County of Albemarle Purchasing Division 401 McIntire Road, Suite 248 Charlottesville, VA 22902

Period of Contract: From the date of executed contract through August 5, 2022.

Using Department/Division and/or location where work will be performed: The School Board of Albemarle County, Virginia.

Request for Quotations will be received until 12:00pm (Noon) on Friday, February 18, 2022 for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: Sharon Cash, Buyer II at scash2@albemarle.org, or by Phone at 434-296-5854 x 3135.

QUOTATIONS SHALL BE SUBMITTED ELECTRONICALLY BY THE STATED DUE DATE AND TIME, BY EMAIL TO rfq@albemarle.org, and copy to scash2@albemarle.org.

In compliance with this Request for Quotation and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Virginia License No. \_\_\_\_\_

Date: \_\_\_\_\_

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

(Signature In Ink)

Name: \_\_\_\_\_

(Please Print)

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

I have the authority to bind the corporation.

SMALL, WOMAN, MINORITY AND SERVICE-DISABLEDVETERAN-OWNED BUSINESS: [ ] YES; [ ] NO IF YES =>> [ ] SMALL; [ ] WOMAN; [ ] MINORITY; [ ] SERVICE-DISABLED VETERAN-OWNED

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2- 4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The School Board of Albemarle County, Virginia is soliciting quotations from qualified contractors to establish a contract through sealed quotations for One (1) **Virtual, temporary CBASE Special Education Teacher**, on an as needed basis, for Albemarle County Public Schools (ACPS).

The Contractor is the legally responsible employer and maintains that relationship during the time its employees are assigned to client. The firm, not the client organization, recruits, tests, screens, hires, trains, assigns, pays, provides benefits and leave as necessary, addresses performance problems, disciplines, and terminates its employees. Among other employer obligations, the firm is responsible for payroll deductions and payment of income taxes, social security (FICA), unemployment insurance, and workers' compensation, and provide required liability insurance (See Attachment F). Temporary staffing firms will be referred to as Contractor or Contractors throughout the solicitation. Any contract that may result from this RFQ will be viewed as an as needed and optional use contract. Contractor(s) will be responsible for hiring, firing, taxes, worker's compensation, benefits, etc., for the service workers who are not employees of the individual participating entities. The temporary CBASE Special Education Teacher will not be provided employee benefits and will not be guaranteed any minimum level of hours, from resulting contract(s) under this RFQ.

- II. **BACKGROUND:** Additional information regarding ACPS can be found at: Albemarle County Public School Division: <https://www.k12albemarle.org/our-division>.

- 15 elementary schools (PK-5)
- 5 middle schools (6-8)
- 3 high schools (9-12)
- 1 community charter school (6-12)
- 4 high school career academies (9-12)
- 1 high school center specializing in project-based learning (9-12)
- 1 education center specializing in short-term intervention (6-12)
- 1 special education center designed to support the transition from school to adult life
- 1 regional technical education center (9-12)
- 1 regional center serving special education students (K-12)
- 1 regional center serving students with emotional disabilities (K-12)

- III. **COMPETITION INTENDED:** It is the School Board's intent that this Invitation for RFQ permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than two (2) days prior to the date set for the quotation due date. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The School Board will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the quote submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda before the date established for quotations. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the quotes.

- IV. **TERM OF CONTRACT/DELIVERY REQUIREMENTS:** The contract period will be from the date of executed contract through August 5, 2022, with no renewal options. Services are needed until June 10, 2022, and may, at ACPS's discretion, be extended through August 5, 2022.
- V. **SCOPE OF WORK:** The **Virtual CBASE Special Education Teacher** involves working with students with intellectual disabilities, physical disabilities, and various other educational disabilities. The assignment for this teacher may include the Special Education Teacher in a C-BASE (Curriculum Focus Building Appropriate Supports with Evidence), Functional Skills, Community Based Instruction, or Post High programs. The students served by this teacher are typically assessed using the Virginia Alternate Assessment Program (VAAP). See Attachment I for specific duties.

- A. The normal working hours are 8:00am. to 3:15pm., Monday through Friday, excluding school holidays. Overtime shall be defined as hours worked for ACPS in excess of 40 per week. No payments will be made for lunchperiod. Mileage is compensable for travel between school assignments at the standard IRS rate.

- B. The length of assignment of the contingent/temporary staff will be identified by ACPS, but nothing may prevent ACPS from reducing the length of the assignment at any time. In the event ACPS decides to reduce or terminate an assignment, ACPS will provide as much notice as is reasonably possible.
- C. All temporary personnel supplied by the contractor should be available for the entire length of the assignment. If an individual is unable to complete an assignment, a one-week notice is required.
- D. The Contractor shall respond to ACPS request by providing candidate resumes from its individual client pool to fill the position requested. The Contractor may be requested to provide on-site recruitment and management support to the contingent/temporary staff employees including, but not limited to timekeeping, employee relations, day-to-day activities or issues related to terms/conditions of employment.
  - 1. The Contractor shall provide candidates who are knowledgeable in their field of expertise and furnish its contingent/temporary staff employees with any means of management support (i.e., training, counseling,) required to ensure that its employees consistently maintain the highest possible performance level.
  - 2. All candidates shall be pre-interviewed by the Contractor, and only those candidates meeting the requirements related to knowledge, skills, abilities, or required certifications or licenses will be made available for the ACPS's consideration. ACPS will have the right to interview candidates referred by individual Contingent/Temporary Staffing Consultant and may request as many candidates resumes as necessary to fill the position requested. ACPS will notify the Contractor of the selection.
  - 3. ACPS shall have the right at any time to refuse any temporary personnel supplied by the contractor(s) for a job-related deficiency. Refusal of any temporary personnel shall not be based on race, color, religion, sex, age, national origin, disability or political affiliation in accordance with Equal Opportunity Employment Guidelines. The rejected employee shall be immediately removed, and arrangements made for a suitable replacement within 24 hours after notification of removal by ACPS.
- E. The ACPS representative shall notify the Contractor in writing of the selection of a candidate. Upon final approval and selection of candidate, the Contractor shall provide to ACPS written notification of contingent employee's acceptance of the assignment. This notification shall include the contingent employee's name, anticipated effective date of assignment, hourly rate and billable rate, as well as the statement confirming that the contingent employee is on the Contractor's payroll. Contractor shall provide selected employee within twenty-four (24) hours of notification, or as agreed upon with ACPS.
  - 1. The selected contingent/temporary employee shall be subject to a background check to be conducted by ACPS or its consultant retained for this purpose. A background check will consist of an investigation to determine evidence of criminal history, verification of education, employment, professional licenses, certifications or other credentials required by the job title. ACPS reserves the right to separately conduct background checks for any position for which ACPS deems further checks necessary. In the event that ACPS decides, based on ACPS's own background checks that a candidate is unsuitable, the Contractor will be so notified, and the candidate will not be placed with ACPS. There shall be no cost to ACPS in the event of a rejection of a proposed candidate pursuant to this paragraph or for any other reason. Candidates will not be unreasonably rejected.
  - 2. Contractor shall be responsible for all terms and conditions of employment for contingent/temporary employees, including but not limited to hiring, firing, and discipline. The contingent/temporary staff are employees of the Contractor. Contractor shall be responsible for complying with all federal, state, and local laws, including but not limited to, tax laws and regulations, benefit laws and regulations, anti-discrimination laws and regulations, unemployment and worker's compensation laws and regulations, and authorization to work laws and regulations. Contractor shall remain responsible for all compensation due to the contingent/temporary employees. The Contractor will abide by all applicable provisions of such laws, including, but not limited to, the payment of overtime, required under the Fair Labor Standards Act for any contingent/temporary employee assigned to work at ACPS. Temporary personnel assigned to ACPS must be employees of the Contractor. The Contractor will be responsible for all payroll processing, timekeeping, FICA, W-4 Forms, Workers' Compensation, Liability Insurance, benefits and tax withholding, federal and State, and must meet all other employer Federal and State requirements.

3. The Contractor is liable for all compensation due to its temporary employees, whether at straight time or overtime rates. The Contractor agrees to compensate employees in accordance with the requirements of the Fair Labor Standards Act.
4. It will be the responsibility of the contractor(s) or their temporary employees to provide transportation to the required location.
5. ACPS reserves the right to request the removal of any of the Contractor's employees immediately from any of the buildings at any time for reasonable cause. Such requests will be made to the Contractor or his supervisory personnel only.
6. The temporary worker is an employee of the Contractor, so only the Contractor can terminate the temporary employee. Extenuating circumstance may allow ACPS to request the temporary employee to leave the premises. Appropriate circumstances include, but not limited to, situations of gross misconduct, gross incompetence and/ or gross negligence.

F. Contractor's responsibilities:

1. Contractor shall ensure that temporary employees:
  - a. maintain proof of employment eligibility;
  - b. have a high school education or GED certificate and current, required professional licenses;
  - c. speak, read and write English when relevant to the job position;
  - d. meet minimum position requirements;
  - e. have a cooperative personality and possess the ability to communicate tactfully with others;
  - f. wear appropriate attire as required by ACPS assigned department;
2. ACPS may require the Offeror(s) to conduct additional background checks, which include, but are not limited to:
  - a. Criminal History/Sex Offender checks
  - b. Certification/Education checks
  - c. Drug Screening
  - d. Child Protective Services Check
  - e. Driving Record
  - f. Physical Exams
  - g. Hearing Test
  - h. Tuberculosis
3. The Contractor shall screen all temporary personnel assigned to ACPS to assure that they are not under the influence of any controlled substance and do not possess a criminal conviction record. All employees shall be free of any felony convictions.
4. All County issued identification badges must be returned at the end of the assignment. The Contractor shall pay for any badge replacement due to loss or failure to return badges.
5. The Contractor(s) shall supply all temporary personnel with timecards. Hours worked will be signed on a weekly basis by the using Agency supervisor.

F. Minimum Qualifications:

1. Must possess a current Virginia Special Education endorsement in Adapted Curriculum K-12 (preferred) or Special Education General Curriculum K-12. Those with a Special Education General Curriculum endorsement must be willing to work toward the Adapted Curriculum endorsement.
2. COVID Testing and Vaccination: Candidates shall provide evidence of COVID vaccination or submit to weekly COVID testing at an ACPS clinic.

VI. QUOTE SUBMISSION INSTRUCTIONS:

- A. Quotes shall be received by the date and time specified herein, late quotes may not be considered. Quotes must be provided by submission on the School Board forms provided and shall include acceptance of all County Terms and Conditions, expressly stated herein or incorporated by reference. **Quote submission must include fully executed Attachments A through E, along with narrative response to any technical factors listed in VII. B, below.**
- B. Quotations shall be submitted electronically by the stated due date and time, by email to [rfq@albemarle.org](mailto:rfq@albemarle.org), and copy to [scash2@albemarle.org](mailto:scash2@albemarle.org), by not later than the date and time established herein or as modified by an addendum hereto. Regardless of the method of delivery, it shall be the Offeror's responsibility to ensure timely and accurate delivery. Quotes delivered to the wrong location or received in the specified location late will not be considered.
- C. Ownership of all data, materials, and documentation originated and prepared for the County School Board pursuant to RFQ 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 an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code 2.2-4342(F)*, 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 quote document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- D. All costs of proposal preparation and presentation shall be borne by each offeror. ACPS is not liable for any cost incurred by the offeror prior to issuance of a contract.
- E. AUTHORITY TO TRANSACT BUSINESS: Pursuant to *Virginia Code § 2.2-4311.2* and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract. Attachment C applies, an executed copy of which shall be included with your quote submission, with the following:
- Return Attachment A – Quotation Form
  - Return Attachment B – Offeror Data Sheet
  - Return Attachment C – State Corporation Commission Form
  - Return Attachment D – Certification of No Collusion
  - Return Attachment E – Certification of Crimes Against Children and Acts of Moral Turpitude

VII. EVALUATION AND CONTRACT AWARD:

- A. Timely received quotes will be evaluated in accordance with the criteria set forth below.
- B. Basis for Contract Award: The Contract, if awarded, will be awarded to the Offeror whose proposal is considered to provide the best value to the County School Board, provided the offered quote is reasonable and is in the best interest of the County School Board to accept it and subject to the County School Board's right to reject any and all offers and to waive an informality in the offer. Evaluation will be based on price and price related factors, as well as technical criteria as follows:
1. Experience and Qualifications in Meeting Requirements set out in Section V: Scope of Work:
    - a. Offeror should return with the quotation, a **brief description** of Candidate(s) prior assignments that demonstrate proven success in working with K-12 students in the position of Speech Language Pathologist.
    - b. Provide **up to two (2) candidate resume(s)** from its individual client pool to fill the position requested, which meet the licensure requirements.
  2. References: Provide **at least two (2) references** for which work of a similar nature to that described herein was performed within the past five years. The reference should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment B - Offeror Data Sheet

Information will be evaluated and scored through the following methodology:

Criteria	Point Value
<b>Technical Factors:</b>	
Experience and Qualifications in Meeting Requirements set out in Sections V and VII	60
References, as per Section VII.	10
<b>Pricing</b>	
The ability to provide a cost-efficient service	30
Total	100

- C. **THE CONTRACT:** The successful Offeror(s) shall be issued a County School Board Prepared Purchase Order (PO) or may be awarded a contract in such form, terms and conditions if found at Attachment H hereto. **A County School Board PO must be accepted by the awardee or, when used in lieu of a PO, the County School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County School Board Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County School Board reserves the right to make multiple awards to multiple contractors, including awards at line-item pricing levels, as determined to be to the best advantage to the County School Board.

XIII. PREQUOTE CONFERENCE: No pre-quote conference is scheduled for this solicitation.

IX. GENERAL TERMS AND CONDITIONS:

- A. Refer to the General Terms and conditions located online at [Albemarle County General Terms and Conditions](#).

X. SPECIFIC TERMS AND CONDITIONS:

- A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County School Board, whichever is sooner. The agency, its authorized agents, and/or the County School Board shall have full access to and the right to examine any of said materials during the said period.
- B. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- C. INSPECTION OF JOB SITE: The vendor is responsible for thorough examination of the documents and the project site prior to offering. Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of offers.
- D. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at offered prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- E. RENEWAL OF CONTRACT: The contract period will be from the date of executed contract through August 5, 2022, with no renewal options.
- F. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

- XI. METHOD OF PAYMENT: ACPS shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice or goods or services, ACPS shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that ACPS fails to make payment by the required payment date, ACPS shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide ACPS with a federal employer identification number, prior to receiving any payment from ACPS.
- XII. PRICING SCHEDULE: Offeror shall include pricing on ATTACHMENT A, QUOTATION FORM.
- XIII ATTACHMENTS:

ATTACHMENT A	Quotation Form
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Insurance Requirements – For Information Only
ATTACHMENT G	Not Used
ATTACHMENT H	Sample Contract Form – For Information Only
ATTACHMENT I	Specific Duties of Position – For Information Only



**QUOTATION FORM**

**RFQ#: 2022-RFQ-7021812**

**Title: Temporary, Virtual, CBASE Special Education Teacher**

	<b>A</b>	<b>B</b>
<b>Classification</b>	<b>Employee Hourly Rate</b>	<b>Overtime Rate</b>
<b>CBASE Special Education Teacher</b>		

The County School Board reserves the right to make multiple awards to multiple contractors, including awards at line-item pricing levels, as determined to be to the best advantage to the County School Board.

The Contract, if awarded, will be awarded to the Offeror whose proposal is considered to provide the best value to ACPS, provided the offered quote is reasonable and is in the best interest of ACPS to accept it and subject to ACPS's right to reject any and all offers and to waive an informality in the offer.

**A County Purchase Order must be accepted by the awardee or, when used in lieu of a PO, the County School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.**

**Date:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE CORPORATION COMMISSION & REGISTERED AGENT FORM**

**Virginia State Corporation Commission (SCC) registration information.**

**Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.**

**The bidder:**

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding;</li> <li>2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;</li> <li>3. <input type="checkbox"/> Maintaining accounts in financial institutions;</li> <li>4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;</li> <li>5. <input type="checkbox"/> Selling through independent contractors;</li> <li>6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;</li> <li>7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;</li> <li>8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired;</li> <li>9. <input type="checkbox"/> Owning, protecting, and maintaining property;</li> <li>10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions;</li> <li>11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or</li> <li>12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or</li> <li>13. <input type="checkbox"/> Transacting business in interstate commerce.</li> </ol>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <b>an opinion of legal counsel</b> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. <b>Attach opinion of legal counsel to this form.</b>

**Registered Agent Information**

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes):

\_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF NO COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF VIRGINIA

**WAIVED DUE TO COVID 19 EMERGENCY**

COUNTY OF ALBEMARLE, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**CODE OF VIRGINIA**

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

G. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**CERTIFICATION OF CRIMES AGAINST CHILDREN AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor’s employees and/or subcontractors to have direct contact with Albemarle County Public Schools’ students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor’s knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor’s knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of “moral turpitude” are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.



Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

- NO
- YES (please explain) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

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

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

**INSURANCE REQUIREMENTS**

A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors' performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:

a. **Workers' Compensation -** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the School Division and its officers, employees, agents, and volunteers must be endorsed on the worker's compensation policy. Contractors who fail to notify the School Division of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.

b. **Employer's Liability -** \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.

c. **Commercial General Liability -** \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The School Division and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non- contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of the School Division required on the commercial general liability policy.

d. **Automobile Liability -** \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the School Division and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CG 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the school division and its officers, employees, agents and volunteers is also required on the commercial auto policy.

e. **Umbrella Liability Coverage-** minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The School Division and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the School Division and its officers, employees, agents and volunteers is also required on the umbrella policy.

**f. Professional (E&O) Liability Insurance: Minimum: \$1,000,000.**

**g. Sexual Abuse/Misconduct: Minimum: \$100,000**

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the School Division;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;

5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the School Division as an additional insured. The School Division shall be entitled to protection up to the full limits of the offeror's policy regardless of the minimum requirements specified in the Contract.

**Proof of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the School Division certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the School Division; and (iii) the Offeror shall deliver to the School Division endorsements to the policies which require the School Division and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the School Division, and (iv) upon the request of the School Division, provide any other documentation satisfactory to the School Division in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The School Division shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the School Division for any liability to the School Division, as specified in any other provision of this contract, and the School Division shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver of Subrogation:** The Offeror agrees to release and discharge the School Division of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the School Division's sovereign immunity under law.

**Right to Revise or Reject:** The School Division reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the School Division reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

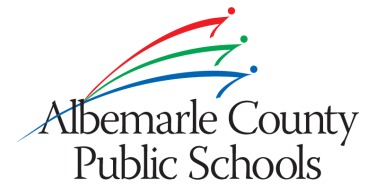
**Umbrella or Excess Liability Coverage** shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the School Division and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the School Division as an additional insured. The School Division shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance (When Required):** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage



in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the School Division. Upon execution of this Agreement, Offeror shall provide the School Division with a certificate of insurance, or other written documentation satisfactory to the School Division in its sole discretion, issued by Offeror’s insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the School Division. Offeror’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the School Division to terminate this Agreement without notice to Offeror and without penalty to the SchoolDivision.

**CONTRACT EXAMPLE**  
**CONTRACT 2022-RFQ-7021812**



**Contractor**  
Address  
**a (State) Corporation**  
**(Contractor)**

**SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA,**  
401 McIntire Road  
Charlottesville, Virginia 22902  
**a body corporate under the laws of the Commonwealth of Virginia,**  
**(School Board)**

This Agreement (the "Agreement" or "Contract") made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Contractor as identified above and the School Board, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. Scope of Work: Contractor agrees to perform such goods or services as specified in the School Board Request for Quotations, RFQ# 2022-RFQ-7021812 for Temporary, Virtual, CBASE Special Education Teacher documentation, and said RFQ is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.
2. Incorporation of Documents and Order of Precedence: To the extent that it does not conflict with the terms of this agreement or the RFQ# 2022-RFQ-7021812 the Contractor's proposal, dated is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the RFQ or Contractor's proposal, the terms of this Agreement first and the RFQ second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. Payment/Consideration Schedule: In consideration of the work to be performed by Contractor, as set forth in the section entitled, "Scope of Work," the School Board agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the School Board. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the forgoing in accordance with Contract Exhibit B, attached hereto. Prior to start of work, Contractor will provide, and the Parties shall agree to a not-to-exceed proposal for any project when requested by the School Board. The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of equipment, and the rates for each of the forgoing in accordance with contract Exhibit B, attached hereto.
4. Term: The School Board's requirements of the services hereinafter specified, are for the term of date of executed contract through August 5, 2022, with no renewal options. Services are needed until June 10, 2022, and may, at ACPS's discretion, be extended through August 5, 2022.
5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the School Board's fiscal year, are subject to its approval and ratification by the School Board and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the School Board shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the School Board of any kind whatsoever.

6. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the School Board shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.
7. Faith-based Organizations: School Board does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: During the performance of this contract, Contractor agrees as follows:
  - A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
  - B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:
  - A. Provide a drug-free workplace for Contractor's employees.
  - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
  - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. Compliance with Immigration Laws: Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.
11. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the School Board. Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.
12. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.

14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the School Board and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The School Board's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the School Board may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, School Board may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the School Board any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by School Board, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. Termination without Cause: The School Board may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by School Board, at the time of termination. If School Board terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to School Board any work completed or in process for which payment has been made.
18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. Indemnification and Hold Harmless: It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the School Board and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the School Board, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.

20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for School Board shall be addressed as follows:

Katy Compel  
Director of Special Education  
Albemarle County Public Schools  
401 McIntire Road  
Charlottesville, VA 22902

With a copy to:

Allison McNally  
Chief Procurement Officer  
401 McIntire Rd., Room 248  
Charlottesville, VA 22902

Notices for Contractor shall be addressed as follows:

Contractor  
Name  
Title Address

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the School Board. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of School Board to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the School Board's right to demand strict compliance with the terms of this Agreement.
24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

26. Cooperative Procurement: This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the School Board. The procurement was conducted on behalf of the School Board and other public bodies. Therefore, pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the School Board be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.
27. Contract Claims by Contractor: Prompt knowledge by the School Board of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the School Board and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the School Board with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the School Board or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the School Board, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The School Board will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
28. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the School Board shall promptly review any claim for extra compensation. If a claim is accepted by the School Board, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the School Board to analyze the need for the extra work and the costs claimed for the work.
29. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the School Board; or, shall notify the School Board and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the School Board with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

30. Insurance: Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, insurance in the types and at least the minimum limits of coverage required by the solicitation. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the School Board, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the School Board. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the School Board may be approved. Contractor shall furnish the School Board with certificate of insurance showing Contractor's compliance with the foregoing requirements.
31. School Contractor Certification: Pursuant to Virginia Code Section 22.1-296.1, Contractor and agrees and certifies by his signature below that any and all persons who will provide services for or on behalf of the Contractor on public school property have not been convicted of a felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or any offense for which registration is required as defined in Virginia Code Section 9.1-902. Contractor hereby agrees that this Certification shall be binding throughout the contract term and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.
- Contractor hereby acknowledges that any person making a materially false statement regarding any such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

**SCHOOL BOARD'S ACCEPTANCE**  
**School Board of Albemarle County, Virginia**

**CONTRACTOR'S ACCEPTANCE**  
**CONTRACTOR**

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME (type/print) Allison McNally

NAME (type/print) \_\_\_\_\_

TITLE Chief Procurement Officer

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## **CBASE Special Education Teacher**

### **GENERAL DEFINITION OF WORK:**

The Temporary, Virtual, CBASE Special Education Teacher involves working with students with intellectual disabilities, physical disabilities, and various other educational disabilities. The assignment for this teacher may include the Special Education Teacher in a C-BASE (Curriculum Focus Building Appropriate Supports with Evidence), Functional Skills, Community Based Instruction, or Post High programs. The students served by this teacher are typically assessed using the Virginia Alternate Assessment Program (VAAP).

### **ESSENTIAL FUNCTIONS:**

- Teach students content to meet the standards outlined in Virginia's Aligned Standards of Learning and the Virginia Standards of Learning using research-based curriculum, strategies & materials correlated with other approved learning activities and adjusted to suit each student's needs;
- Assist children with multiple disabilities, specific learning disabilities, speech or language impairments, intellectual disabilities, emotional disabilities, multiple disabilities, hearing impairments, orthopedic impairments, visual impairments, autism, combined deafness and blindness, traumatic brain injury and other health impairments;
- Implements Individualized Education Plans, as written, for student with disabilities;
- Use various teaching methods to promote learning, including intensive individualized instruction, problem-solving assignments, and small-group work;
- Ensure appropriate accommodations are available in class and when a student needs to access the environment, curriculum and assessments;
- Develop lesson plans and instructional materials and provide individualized and small group instruction;
- Translate lesson plans into learning experiences to best utilize the available time for instruction; Provide
- culturally responsive instruction to students who are linguistically diverse;
- Establishes a caring, loving, and warm yet structured atmosphere for our most complex and at-risk students;
- Modify regular and aligned education curriculum to meet the individual children's needs;
- Provide and maintain a safe and supportive environment in the classroom, on the school campus, and on field or community experiences;
- Establish and maintain standards of pupil behavior needed to achieve a functional learning atmosphere in the classroom and develop an individualized behavioral plan when needed;
- Provides an effective program of instruction;
- Function as Case Manager for students eligible for special education and related services;
- Assist in the identification/child find process to appropriately identify students that require special education under the Individuals with Disabilities Education Improvement Act;
- Model professional standards when dealing with students, parents, peers, and community;
- Schedule and facilitate IEP meetings as defined in the Virginia Regulations;
- Utilize strong oral and written communication skills with students, parents, and staff;
- Utilize effective problem solving, organizational, multi-tasking, and time management skills;
- Organize and supervise the work of paraprofessionals that includes and is not limited to developing a schedule of duties, monitoring the fidelity of intervention plans implemented by assistants, guiding and mentoring in the areas of parent communication, data collection, and use of evidenced based practices;
- Ability to establish and maintain effective working relationships with pupils, parents, school staff, district staff, and patrons;
- Evaluate pupils' academic and social growth, maintain appropriate records, and prepare progress reports;
- Communicate with parents through conferences, telephone calls, e-mails, student planners, school web site, and other means, to discuss the pupils' progress;
- Maintains and upholds school and county policies and procedures; Administer and score standardized
- assessments;
- Establishes / designs, implements and monitors personalized goals for each child; Maintain student records as
- required by the Code of Virginia and Virginia Regulations; Assure confidentiality of all students' information;
- Understand and adhere to all laws, Special Education policies and procedures and District policies, and



- procedures;
- Maintain professional competence through staff development education activities provided by the school district and self-selected professional growth activities;
  - Knowledge and use of materials and resources in accordance with the adopted curriculum and consistent with the physical limitations of the location provided;
  - Attends and participates in faculty, department, and Division-wide meetings; Assists in the selection of books, equipment, and other instructional materials; Establishes and maintains cooperative professional relations with others;
  - Performs related duties as assigned by the administration in accordance with the school/system policies and practices.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

This professional must possess a strong understanding of the instructional needs of children with significant educational disabilities, as well as a strong understanding of the special education process, strong organizational skills, and the ability to facilitate paraprofessionals in the classroom and community. The teacher in this role must be a team player, energetic, enthusiastic, patient, and willing to work collaboratively with children of any age. Experience teaching students with intellectual disabilities and physical impairments preferred. Possess a belief that all students can learn and are best served when they are included with their peers to the greatest extent possible. Possess an understanding of the state curriculum standards as they apply to students with intellectual disabilities. Knowledgeable in research-based programs. Demonstrates knowledge in implementing positive behavior plans and data collection. Possess an understanding of IDEA, and associated timelines. Possess an understanding of the requirements of the Virginia Alternate Assessment Program.

### **PHYSICAL CONDITIONS AND NATURE OF WORK CONTACTS:**

Duties performed typically in school settings include: classroom, gym, cafeteria, auditorium, community and recreational areas. Daily personal and close contact with students to provide classroom management and learning environment support is required. Regular contact with other staff members and parents is required. Occasional contact with medical professionals may be required. Frequent contact with parents by phone and in person is necessary. While performing the duties of this job, the teacher is regularly required to speak and/or hear. The employee is frequently required to stand, walk, reach with hands and arms, and stoop, bend at the knees and / or hips, kneel, or crouch. The teacher is occasionally required to use hands to handle or feel and must occasionally climb or balance. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and depth perception. The teacher must be able to respond to the unique educational needs of students with disabilities in a stressful setting. This job may emphasize intervention with and management of aggressive and self-abusive students, angry students, emotional students, students with infectious diseases, and personal physical abuse.