

REQUEST FOR PROPOSAL (RFP)



Issue Date: March 21, 2024

RFP# 2024-RFP-7042320

Title: Web-Based Multi-Tier System of Supports

Issuing Agency: County of Albemarle
Purchasing Office
401 McIntire Road, Room 248
Charlottesville, VA 22902

Period of Contract: Contract will be for a three (3) year initial term, including implementation, and renewable by the mutual written agreement of both parties for two (2) additional one (1) year terms, subject to appropriation of funding.

Sealed Proposals will be received until 2:00 PM ET on Tuesday, April 23, 2024, for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened. No telephoned or faxed proposals will be considered.

Proposals should be submitted electronically by the stated due date and time, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Office of Procurement Solicitations page.

RFP#:	2024-RFP-7042320
TITLE:	Web-Based Multi-Tier System of Supports
PROPOSAL DUE:	Tuesday, April 23, 2024, at 2:00 PM ET

All Inquiries for Information should be submitted in writing and directed to: Sharon Cash, Buyer, at scash2@albemarle.org, and copy to RFQ@albemarle.org.

Alternatively, Proposals may be shipped/mailed, or hand delivered directly to Issuing Agency shown above.

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held virtually on Wednesday, March 27, 2024, at 3:00 PM ET, via Microsoft Teams. All parties interested in attending shall contact Sharon Cash, Buyer, at scash2@albemarle.org and request access to the Microsoft Teams Link to access the meeting.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services 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: _____

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-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 Virginia Code § 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 purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for a complete Multi-Tier System of Supports (MTSS), previously Response To Intervention, solution for Albemarle County Public Schools, (hereinafter referred to as “ACPS” or “Division”) The solution will be implemented for the 2024-2025 school year.

The awarded Offeror will, as a minimum, identify hardware and network requirements, provide and install all required software (including operating system, applications, database and web servers, etc., if requested), assist in the setup of the new system, and provide program management, professional development and support during the implementation period as determined by the Scope of Services.

This RFP provides general information, requirements, and instructions needed for participating in the process of selecting and implementing a MTSS solution. Information provided in this document includes general information about the Division’s current MTSS solution requirements.

ACPS seeks to obtain implementation plans and price proposals from organizations specializing in providing system software and related expertise in the implementation, training and support of MTSS systems for public school districts. Proposals are requested from those Offerors who have successfully implemented commercially available MTSS systems. Offerors should have an active user group of clients, preferably within the state of Virginia, and should support a large user base with clients of similar size and nature to Albemarle County and must support the minimum requirements listed in this document.

These objectives would allow the ACPS to:

- Standardize the process of interventions based on the principles of a Multi-Tier System of Supports, and using the data that is collected at the school level.
- Implement a system of program evaluation across tiers of intervention that can drill down from the division to schools, grade levels, interventionists and even to specific interventions.
- Implement a solution that shall be easy for users to understand, use, and maintain, that provides desired compliance results and required data, while maintaining consistent, seamless integration with current policies and procedures.

- II. **BACKGROUND:** Albemarle County, located in Central Virginia, comprises approximately 726 square miles and has approximately 104,500 residents. Albemarle County Local Government and Albemarle County Public Schools actively employ approximately 4,000 full time and part time personnel providing a broad range of services to the residents. The Local Government under the Code of Virginia is governed by a board of supervisors, which is elected by qualified voters. The Board of Supervisors of Albemarle County is composed of six members, one from each magisterial district, which oversees the efforts of the local government staff headed by the Office of the County Executive.

There are approximately 14,000 students enrolled in the schools that make up the Albemarle County Public Schools (ACPS) Division. Of that number, approximately 1600 are students with disabilities. ACPS employs approximately 1,300 teachers of which 150 are special education teachers and related service providers who serve students with disabilities as part of the in the Albemarle County Department of Special Education. The Division is comprised of twenty-five schools (four high schools, six middle schools, and fifteen elementary schools), plus a technical education center operated jointly with the City of Charlottesville. Two of the twenty-five schools are charter schools, and ACPS operates an alternative school.

ACPS seeks an experienced, qualified and efficient firm to provide a web-based product and corresponding support services that would standardize and enhance the process for MTSS interventions for school-based teams. The Division currently uses EdInsight to support MTSS across the Division. If a different product is chosen, it will replace EdInsight during the 2024-25 school year. ACPS has made strides with its current product over the past five years.. Potential new solutions will be evaluated based on their ability to improve implementation by being user friendly for multiple stakeholders, for data visualization, student progress tracking by class, and shall be able to analyze a variety of data in order to provide suggestions for interventions and progress monitoring to school-based teams for both intervention and classroom implementation.

- III. **TERM OF ANTICIPATED CONTRACT:** It is expected the vendor shall be prepared to begin the project within 30 days of issuance of an Albemarle County Purchase Order. Once the implementation is complete and fully accepted, the contract for the software shall renew on a yearly basis contingent upon and subject to appropriation. Contract

period will be for a three (3) year initial term, including implementation, and renewable by the mutual written agreement of both parties for two (2) additional one (1) year terms, subject to appropriation of funding.

- IV. **COMPETITION INTENDED:** It is the County’s intent that this Request for Proposal (RFP) 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 RFP 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 seven (7) days prior to the date set for receipt of offers. 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 County will not be bound by any oral statements. Offeror agrees to maintain confidence and will not divulge, publish or reveal information regarding their participation in the RFP process, until after contract award.

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 offer 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 five (5) days before the date established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date.

- V. **STATEMENT OF NEEDS:** This section of the RFP provides an overview of the overall requirements for the solution. Required functionality is indicated with the appropriate language (shall, etc.). Desired functionality is indicated with similar language (should, etc.). The Offeror shall acknowledge compliance or non-compliance with all required and desired functionality. The Offeror should also describe any additional capabilities that the proposed solution offers beyond the requirements listed below if those capabilities would benefit the School Based Intervention team, special or regular education teachers, school or division administration, student, or parents/guardians. The Offeror should also describe any features of the proposed solution that would support special education management (i.e. features related to the Child Study process).

A. General Requirements:

Offeror shall provide the requirements contained herein including the phased-in approach to acquisition, installation and support. The goal of the Division is to acquire a standardized software package with a large user base, requiring no customized work to provide the functionality that is required. Offeror shall demonstrate financial stability, a high level of support through the release of application updates, new features, and program fixes, as well as the ability to provide training and support for meeting Division needs and State/Federal Reporting requirements. The desired system shall have great flexibility to allow the Division to obtain maximum utility from the standard application design. Any material or equipment necessary for proper implementation and operation of the system that has not been specified or has not been described in this document shall be called to the Division's attention prior to the proposal due date. The Offeror shall provide support to all applications that are specified and defined by the proposal. ACPS system requires that all Offerors propose an implementation plan that will meet the requirements for implementation as specified in the timeline depicted in Section V, Statement of Need, Section E. In addition, all Offerors shall support the minimum requirements as specified herein.

B. Support of Multi-Tier System of Support Principles:

The Offeror shall indicate how the solution promotes the following principles of a Multi-Tier System of Support (MTSS).

1. Universal Screening three times a year (Fall, Winter and Spring)
2. School Based Intervention Team meeting facilitation
3. Problem solving process for teacher teams
4. Promoting family participation in the process
5. Library of research-based interventions and evidence-based practices
 - a) Academics (i.e. Reading, writing, mathematics, core content, learning / study skills)
 - b) Behavior
 - c) Social Emotional Supports
6. Developing timely and targeted intervention plans
7. Utilizing decision rules based on data
8. Establishing baseline and target scores utilizing curriculum-based measures or other progress monitoring methodologies (i.e. rubrics, frequency data, latency recording, etc.)
9. Periodic viewing of progress monitoring data
10. Flexibility between Tiers of Intervention based on above

C. System Hosting and Data Security:

The Offeror shall indicate the options for hosting the system. If the Division has the option to implement the system using either the Software as a Service (SaaS) model or the self-hosted, on-premises model, this shall be clearly indicated. If there is a technical reason to prefer one model over the other, this shall be clearly indicated.

1. If the system is available to be hosted as Software as a Service (SaaS), the Offeror shall describe:
 - a. Details of the hosting environment including: hosting provider, service level agreements between the Offeror and the hosting provider, and length of the relationship between the Offeror and the hosting provider.
 - b. Specifics of structures in place to ensure high availability including: redundant Internet paths, hardware failover, scalability, and protection against denial-of-service attacks or other network threats.
 - c. Disaster Resilience and Availability: Disaster resilience and contingency planning period offers shall identify how they provide appropriate data and software backups, disaster resilience in continuity of operations in the event of a localized or widespread catastrophic event. Information should reference the timing of backups, location, restoration plan, hardware or software requirements, and response time
 - d. Specifics of the availability of remote access to the Division's data outside of the web-based application.
 - e. Specifics on the frequency and duration of operating proposed solution and application updates including the procedures used to inform the Division of maintenance windows and proposed solution downtime for these tasks.
 - f. SOC 2 compliance status (certification documentation should be provided)
2. If the proposed solution is available to be hosted on premises, the Offeror shall describe:
 - a. Detailed system architecture including hardware needed for redundancy and scalability
 - b. Detailed specifications for required and recommended hardware
 - c. Specifications for MS Windows operating system version for all hardware
 - d. Specifications for network configuration to support the solution
 - e. Recommendations for a comprehensive backup solution (system and application data), including whether or not the solution has a built-in backup system and how the system handles the backup of open files.
 - f. Recommendations for protecting against system and application data loss
 - g. Detailed information related to disaster recovery capabilities and processes
 - h. Recommendations for preventing single points of failure which could make the proposed solution inaccessible
 - i. The types and levels of technical support available
 - j. Procedures for remote support of self-hosted servers
 - k. The process, frequency and communication protocol for system updates
 - l. Detailed information about potential software incompatibilities including virus protection and other system software or utilities
 - m. Additional hardware required for basic or advanced functionality
 - n. Any tools available to measure system responsiveness.
3. Regardless of system hosting type, the Offeror shall describe:
 - a. The strategy for the protection of confidential information, personally identifiable information, or other information which will be managed by the proposed solution, including how the system secures access to individually identifiable student and personnel data based on defined system roles and meets all FERPA requirements as well as comply with Albemarle County School Board policies JO, JOA, and JOD. School Board policies can be found on the ACPS website or by searching at: <http://esb.k12albemarle.org/com/browse.aspx>.
 - b. How the proposed solution secures all data while in transit or at rest.
 - c. Protections against ransomware or other contemporary cyber security threats.
 - d. The level of SSL encryption used for all communications between the user's web browser and the system.
 - e. How employee data is managed to ensure compliance with all applicable federal, state and local laws.
 - f. The level of access vendor employees have to data and what safeguards are in place to prevent unauthorized access to customer data.
 - g. Vendor resources available to prevent and mitigate data breaches

D. Solution Functionality:

1. Integration:

- a. The solution shall integrate with Microsoft's Active Directory/Azure so Division staff and students (if necessary) can access the system using their existing network credentials. The Offeror shall provide detailed information about the method(s) used to support this integration and the requirements for the Division to successfully achieve the integration. The Division currently supports ADFS/SAML and LDAPS, with a preference for ADFS/SAML, for SSO. Google authentication is also an option if native SSO is not possible.
- b. The solution shall integrate with the Division's student information system (PowerSchool) for the automated exchange of student data including demographic data, attendance, grades, behavior, class enrollments, and any other student data needed for the proposed solution to maximize available features. Detailed information about the integration should be provided in the response including a list of data elements that can be mapped from the SIS and whether the integration utilizes PowerSchool's API.
- c. The solution should support integration with data warehousing and external reporting applications, such as Microsoft Power BI, through SQL, ODBC, scheduled data exports, or other industry standard methods. The Offeror shall provide detailed information about the method(s) used to support this integration.

2. Data Input:

- a. The solution shall support automated daily loading of all necessary student data.
- b. The solution shall allow authorized users to manually enter or edit data for an individual student
- c. The solution shall support automated daily loading of new users and user information into the system.
- d. The solution shall allow authorized users to manually create and enter or edit data for an individual user.
- e. The Offeror shall describe how the solution supports the following tasks based on ACPS current programs, as well as additional programs that the Offeror supports:
- f. Single manual entry of data (e.g. CBM progress monitoring)
- g. Data entry with another system (i.e. DIBELS, EasyCBM.com, Lexia Core5 and PowerUp, Zearn Math, ALEKS, Reading Plus, Aimsweb Plus etc.)
- h. Mass data entry for Universal Screening Tools (Statewide Assessments, VALLS Screening, DIBELS etc.)
- i. Common assessment data from the division's assessment and data analytics platform, Illuminate DnA from Renaissance Learning.
- j. The solution shall include all forms, communications templates, and timelines necessary to promote a standardized MTSS system of documentation and decision making.
- k. The solution should be able to customize those forms based on State and Local needs including the key elements of the student literacy plan template required in the Virginia Literacy Act. If these forms, communications templates, and timelines are not part of the system, the solution shall allow ACPS to create standardized forms, communications templates, and timelines to be used by all users of the system without significant vendor involvement or additional cost.
- l. The solution should allow the Division to indicate which fields on forms are required and clearly indicate required fields to users.
- m. The solution should allow for auto population of such forms and templates from student data, intervention libraries, and progress monitoring tools.

3. Security:

- a. The solution shall support industry standard security and encryption for all authentication and data transfers.
- b. The solution shall restrict access to individually identifiable student and personnel data based on defined system roles and meet all FERPA requirements.
- c. The solution shall only allow access to student progress to staff members involved in a student's case or defined administrators.
- d. The solution shall allow for school level and division level administrative access based on an assigned system role.
- e. The Offeror shall describe the hierarchy of user roles within the system and provide detailed information about the access granted to each role. The offeror shall also describe the mechanism for handling users who may have multiple roles within a building or within the Division.

- f. The Offeror should describe how the proposed solution would allow for access to be delegated to the following example user roles:
 - i. System Administrator responsible for setup, maintenance, and support throughout the system and for all schools
 - ii. Division Administrator responsible for supervision of MTSS implementation and program fidelity for the entire division
 - iii. School Administrator/School Intervention Coordinator responsible for viewing and editing MTSS data points, intervention plans, and monitoring student progress and watch lists for a specific school
 - iv. Interventionist responsible for identifying students in need of support and creating intervention plans. Interventionists should also be able to review progress monitoring data for students assigned to them.
 - v. Teachers responsible for monitoring student progress, providing student interventions, and entering progress monitoring data for students enrolled in their classes
 - vi. Other Intervention Providers (e.g. school counselors, social workers, ISS coordinators, attendance team, etc.) responsible for entering progress monitoring data for students assigned to interventions they manage
 - g. The solution should track user actions within the system so that actions and changes can be associated to a specific user account.
 - h. The solution should manage dated material (i.e. RTI plans from the previous school year, data entered for a student who is then “inactive”) to allow for appropriate access. The offeror should describe how this material is managed.
4. User Experience:
- a. The solution shall be web-based and shall be accessible via all standard web browsers (e.g. Chrome, Firefox, Edge, Safari, etc.) offeror shall provide the minimum required version numbers for all supported browsers.
 - b. The solution shall allow any authorized user to securely access the system from any computer in any location that has access to the Internet.
 - c. The solution shall be free from the display of advertisements or marketing information to users.
 - d. The solution should be accessible from mobile devices through a web browser or an app. Any system functionality not available to users who access the system through a mobile device should be highlighted.
 - e. The solution shall be designed to guide non-technical users through the decision making and plan generation process in order to assist users who are new to MTSS or have limited background in the decision-making process. The offeror shall describe how the system guides users and promotes appropriate decision making.
 - f. The solution shall have the ability to guide user actions through error messages and compliance alerts, including guidance on how to correct the issues.
 - g. The solution shall have a built-in server-side spell checker or utilize universal browser tools to accomplish equivalent functionality.
 - h. The solution should be fully functional without requiring any additional software or web browser plugins. If additional software or browser plugin(s) are required or recommended, the offeror shall provide detailed information about the software or plugin(s) including any operating system, software, or web browser dependencies.
 - i. The solution should meet Section 508 and WCAG 2.0 AA web accessibility standards. If portions of the solution do not meet these standards, these should be specifically identified.
 - j. The solution should have the ability to generate automatic reminders to users for time sensitive procedures. The offeror should describe how the reminders are generated and delivered to the user.
 - k. The solution shall allow users to upload supporting files (i.e. PDF documents, Word docs, PowerPoint, Excel) directly from the user’s computer. The offeror should describe the process for uploading documents and the process by which other users access any supporting documents uploaded by another user.
 - l. The solution should allow multiple individual professionals to work on a student’s case at one time. The offeror should describe any limitations on concurrent access to a student’s data and indicate how the need for simultaneous access is handled.

5. Student Identification:

- a. The solution shall provide easy access to the following student data points: attendance, discipline, course grade data, standardized test results, universal screening test results, progress monitoring data, and other data important in the identification of students for support.
- b. The solution shall synthesize data points to enable timely and targeted implementation of interventions.
- c. The solution should track and differentiate between the referral sources (i.e. universal screening data, parent, or teacher) and the reason for the referral (i.e. consideration for a Section 504 Eligibility, consideration for special education eligibility, and consideration for an MTSS plan).
- d. The solution should allow staff to enter data or information from diagnostic assessments for a particular student.
- e. The solution should allow for the creation of a “watch list” for students based on academic, testing, behavioral, and attendance data that staff should be monitoring but that do not require a formalized plan of interventions at that time. The solution should be able to use current grades that have not been stored in our SIS from our gradebook application in PowerSchool as part of the creation of this watchlist.
- f. The solution should provide visualization of the data and watch lists that are easily accessible by all user groups, including but not limited to division-wide and school-wide performance, and classroom-level visualization of data, and of students who are in need of intervention, in need of targeted support, and are meeting benchmarks.

6. Interventions:

- a. The solution shall have a built-in library of interventions that:
 - i. Have a title, a detailed description, hyperlinks to on-line resources, and ability to include attachments to that specific intervention.
 - ii. Allows interventions to be selected based on referral reason.
 - iii. Allows the Division to add new interventions and edit existing interventions through the system’s user interface. The offeror shall describe the process for entering new interventions into the system.
 - iv. Allows the Division to add new interventions and edit existing interventions by uploading mass data from local computers (i.e. CSV, TXT or XLS file).
 - v. Can be sorted or branched by domain /subject, intervention focus, and grade level.
 - vi. Allows for the searching of the library. The offeror should describe how the library is searched and which attributes can be searched on.
 - vii. Can be used and integrated with the curricular materials ACPS uses for core and intervention instruction including HMH Into Reading, Math Investigations, ST Math, Zearn, Lexia Core5 and Power Up, Reading Plus, and ALEKS, or with other programs on the adopted list from the Virginia Board of Education that could be adopted by ACPS.
- b. The solution should allow MTSS plans to be set to overlap so that content ‘A’ is used until a certain date, after which content ‘B’ is then used, without the creation of a new plan. The offeror should describe how the system handles this scenario.
- c. The solution shall allow for students to be grouped into intervention sections or classes - manually - or automatically based on class sections in PowerSchool. The offeror should describe how this is accomplished in the system. The grouping should be intuitive by both frequent, and infrequent users of the system.
- d. The solution shall have a mechanism to display a student’s status in any ongoing or completed interventions including key dates and progress metrics.

7. Progress Monitoring:

- a. The solution shall have a built-in progress monitoring tool (probe) library, or system integration with probes approved by the Virginia Literacy Act, as well as probes that can be used in subjects/grades not covered by the Virginia Literacy Act that:
 - i. Have a title, a detailed description, grade/age range, hyperlinks to on-line resources, and ability to include attachments to that specific progress monitoring tool.
 - ii. Allows progress monitoring tools to be selected based on the referral reason
 - iii. Allows the Division to add new progress monitoring tools and edit existing progress monitoring tools through the system’s user interface. The offeror shall describe the process for entering new progress monitoring tools into the system.

- iv. Allows the Division to add new progress monitoring tools and edit existing progress monitoring tools by uploading mass data from local computers (i.e. CSV, TXT or XLS file).
 - v. Allows for the searching of the library. The offeror should describe how the library is searched and which attributes can be searched on.
- b. The solution should be able to prepopulate suggested monitoring tools based on student data or the intervention being implemented.
 - c. The solution shall have the ability to monitor compliance, the schedule of probes and student progress. The offeror shall describe the way in which the solution monitors and communicates compliance.
 - d. The solution shall have the ability to calculate baseline, target score, cut score and trend line for various goals and progress monitoring tools.
 - e. The solution shall have a built-in graphical display that includes date and data points by intervention and for each progress monitoring tool that will print out in the form of a report.
 - f. The solution shall provide a progress reporting component for MTSS with which regular education, special education teachers, administrators and any specialist or related services personnel could post comments.
 - g. The solution should allow for multiple measures of progress to be used to measure one (a single) goal/intervention without having to enter the goal/intervention multiple times.
 - h. The solution should allow data points to be edited or deleted by users within a certain window of time after progress monitoring data has been entered in order to correct inaccurate progress reporting data.
8. Program Evaluation:
- a. The solution shall have the ability to collect and provide intervention data for program evaluation to include frequency of use, effectiveness, cost and fidelity of implementation.
 - b. The solution shall have the ability to report on the following intervention metrics:
 - i. The frequency an intervention was used for a specific student, by a specific staff member, in a specific school, or across the division.
 - ii. The outcome frequency for a specific intervention for a specific student, in a specific school, or across the division.
 - iii. The number of staff members who implemented a specific intervention and a list of the staff members.
 - iv. The interventions used by a specific staff member, including frequency.
 - c. The solution shall have the ability to report on the number of students served and the frequency of outcomes in order to meet state reporting requirements for program evaluation.
 - d. The solution shall have the ability to report on system access statistics individual users and classes of users (i.e. school psychologists, teachers, etc.) in order to assist in determining if the system is being used appropriately.
9. Reporting:
- a. The solution shall provide a method for quickly and easily communicating intervention progress performance to teachers, administrators, and parents.
 - b. The solution shall display intervention progress data graphically and numerically for both groups of students, and individual students.
 - c. The solution shall allow users to create customizable reports
 - d. The solution shall have the ability to print and save all produced reports and documents created within the system.
 - e. The solution should support guided report creation
 - f. The solution should support the ability to use notification emails to parents when an MTSS related meeting is scheduled.
 - g. The solution should support the ability for notification emails for student progress.
10. Documentation & Support:
- a. The vendor shall provide system management and end user documentation in electronic format that can be freely distributed to all authorized users.
 - b. Documentation shall not display any advertisements or marketing information.
 - c. The offeror should provide documentation in a format that can be edited, adapted, and customized by the Division.
 - d. The system should support direct online access to contextual help throughout the system.

- e. The solution should allow all users of the system to access vendor provided support resources (i.e. support message boards, support by phone, web chat, or email, and support websites).

E. Implementation Plan:

Delivery of the total initial system will be phased in over several months. Tentative suggested implementation schedule is listed below:

1. **Phase I – Software Installation & Configuration** (July 2024)
 - a. Purchase and configuration of any required server hardware
 - b. Installation and configuration of software
 - c. Develop data migration plan
 - d. Develop a plan for ongoing data syncing.
2. **Phase II – System Admin Training** (August - September 2024)
 - a. Train system admin staff in configuration and use
 - b. Populate intervention and progress monitoring tool libraries
 - c. Test system functionality
 - d. Build an intervention plan template aligned to the Virginia Literacy Act.
3. **Phase III – End User Training** (September 2024 - June 2025)
 - a. Train end users in system use
 - b. Reading Specialists with the goal of creating intervention plans, and progress monitoring data - September 2024.
 - c. Classroom teachers who are responsible for intervention and monitoring student level data - October-December 2024
 - d. Principals on how to use this data as part of their strategic plan updates at the midyear, and forecast planning for 25-26. - December 2024/January 2025
 - e. Evaluate further training needs

A detailed implementation plan shall be submitted outlining the tasks and associated timelines to accomplish the Delivery Schedules above. Offerors are requested to propose alternative solutions to the phased-in approach that may better accomplish the task. In addition, project management support should be provided for Division staff in the implementation and installation of the solution.

F. Staffing and Training:

Offerors shall include a summary of the staff roles required to operate and manage the system on an ongoing basis. Offerors shall also include a recommendation for a training program to be offered during all phases of the implementation outlined above with logistical considerations below. At a minimum, the training offered will include:

- a. System Administrator training for complete configuration and management of the proposed solution
 - b. End user training for all staff utilizing the system. This is to be submitted with options for both “Train-the-Trainer” and vendor-supplied training formats
 - c. Location options for training (on-site face-to-face, synchronous via the Internet, and/or asynchronous via the Internet).
 - d. Availability of self-paced distance learning materials should be identified
1. Offerors should provide:
 - a. Course listing and schedule (if applicable)
 - b. Training outline (including the level of skill required of personnel to be trained)
 - c. Description of training location and facilities required by the Division
 - d. Description of training materials and end user documentation
 - e. Availability of on-site training

Offerors shall describe training requirements to support the proposed solution. This includes user manuals, program documentation, operations manuals, and any modifications to the system necessary to meet ACPS system requirements. The amount of post-implementation support that may be required shall be identified by the offeror within the proposal.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors Should Submit Proposals Electronically by the stated due date and time, through the [ALBEMARLE COUNTY PROCUREMENT INTAKE FORM](https://www.albemarle.org/government/finance/procurement/solicitations), located on the Albemarle County Office of Procurement Solicitations Webpage: (<https://www.albemarle.org/government/finance/procurement/solicitations>). Electronic Submittal by the portal is preferred. Alternatively, paper proposals may be shipped/mailed, or hand delivered, directly to the Albemarle County Office Building, 401 McIntire Road, Room 248, Charlottesville, Virginia 22902 by not later than the date and time established herein or as modified by an addendum hereto. If paper copies are submitted, Offerors must provide One (1) original hard copy of each complete proposal with an electronic copy of the proposal on a flash drive in PDF format, as a complete sealed proposal. If hand delivered, a secure lockbox is available, at the exterior of the County Office Building, at the front Visitors Entrance, and is labeled Vendor/Contractor Bids or Proposals Only. Proposals may be placed in this box or be delivered to Room 248, prior to the established due date and time for each solicitation.
 - Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Proposals delivered to the wrong location or room, or received in the specified location late will not be considered.
2. Redacted Copies: In addition to the RFP Response specified above, proposals must include (if applicable per Attachment G) a **redacted** copy of the proposal in accordance with the identified proprietary or confidential information as determined by the Offeror. Electronic Submittal by the portal is preferred. If paper proposal is submitted, Offeror must provide One (1) original hard copy of each redacted proposal with an electronic copy of the redacted proposal on a flash drive in PDF format, as a complete sealed proposal. The redacted proposal will be made available to the public in accordance with § 2.2-4342F of the Code of Virginia in response to requests for documents. It shall be the sole responsibility of the Offeror to ensure the supplied, redacted copy protects the firm's interests with regards to proprietary or confidential information that, in accordance with § 2.2-4342F of the Code of Virginia may be considered protected information.

No other distribution of the proposal shall be made by the offeror.

3. 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 ACPS 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 ACPS. 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 RFP. 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 RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. 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 RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP 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 RFP requirements are specifically addressed.
- d. As used in this RFP, 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 RFP, 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 seriously affect the overall rating of the Offerors' proposal.

- e. Ownership of all data, materials, and documentation originated and prepared for ACPS pursuant to the RFP shall belong exclusively to the County 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 proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
 - f. 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.
4. **Scripted Demonstration:** Offerors who submit a proposal in response to this RFP may be required to participate in a virtual scripted demonstration which will include a demonstration of specific use cases as defined by ACPS. This will also provide 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. ACPS will schedule the time and location of these demonstrations. The Division also reserves the right to request vendors provide access to a system "sandbox" that would allow members of the evaluation team to have access to a proposed test system to enable the team an opportunity to "test drive" the proposed system. **Tentative date for scripted demonstrations is the week of May 13 – 17, 2024.**

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals shall be submitted in two separate volumes – Volume I; Functional/Technical Proposal and Volume II; Price Proposal. No price data shall be included in Volume I, Functional/Technical Proposal.

Proposals should be as thorough and detailed as possible so that the Division may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

VOLUME I- Technical Proposal

1. **Section 1 – Vendor Profile:** Description of the Vendor, including information sufficient to give the Division a clear understanding of the company's capacity, history, financial stability, and vision. Descriptions should include organizational charts and number of employees by division and location. Offerors should also describe their experience with K-12 School Divisions, and Virginia School Divisions, including:
 - a. The number of school divisions and independent schools currently utilizing the proposed solution.
 - b. The number of years that the proposed solution has been available.
2. **Section 2 – Solution Components and Architecture:** This section of the proposal should clearly identify the components and modules of the proposed solution. Provide a thorough description of the proposed solution including functionality designed to meet the Division's objectives as defined in Section 1, Purpose, to include:
 - a. **System Implementation Methodology and Timeline:** Include a detailed implementation plan with key milestone dates in accordance with Section V, Statement of Needs.
 - b. **Customer Support Structure and Service Level Agreements:** Offerors shall describe their help desk and other customer support services in detail, including the various ways customers may contact the Offeror for customer support, the ratio of customer support personnel to customers, average response, and resolution time statistics for various levels of issues, samples of technical documentation, etc. **Offerors shall include an example Service Level Agreement or a comparable document.**

- c. Information Security: Identify the strategies employed to protect access to the proposed solution as well as protections which are in place to guard and protect the information housed in the system.
 - d. Commitment to Product Enhancements and Updates: Offerors shall describe their support for changes in state and federal laws and regulations, The Offeror should clearly identify how they would ensure the solution is kept current.
3. Section 3 – Experience and Qualifications: A written narrative statement to include:
- a. Experience in providing the services described herein
 - b. Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the Offeror has with the proposed employees, consultants, and sub-consultants.
 - c. Identification of any sub-contract resources that would be utilized on the project and the experience of those subcontractors.
4. Section 4 - References: Offerors should provide a list of no less than four (4) similarly sized references for which they have successfully implemented solutions consistent with what is being proposed, including all Virginia localities where they have implemented a similar solution. References should include the name of the locality, a contact individual who actively participated in the implementation, their title, phone number, email address, and a brief description of the systems implemented, and the version implemented. This section should also indicate the length of implementation from contract award to final acceptance. See Attachment B - Offeror Data Sheet.

VOLUME II

1. Section 1 – Pricing: Offerors shall provide a complete cost proposal of all software, maintenance, implementation, training, travel, and conversion costs for their proposed solution.
- a. Yearly recurring costs and fees for years 1 through 5 shall be identified. At a minimum, to include a detail of all recurring costs such as licensing, SaaS hosting fees, 3rd party license fees, or other support fees.
 - b. One-time charges such as training, conversion, interface development, or software modification charges shall be detailed as non-recurring costs.
 - c. Any additional charges above the annual maintenance costs shall be listed in detail.
 - d. Offerors shall identify when recurring fees commence, and how system customizations, if any, may impact recurring costs.
 - e. Any fees associated with third party software that is required to fully operate and maintain the solution shall be provided.

Proposals will include a comprehensive summary of the cost to the Division for the duration of the five (5) year contract for the products and services proposed. Licensing costs based on division or school student enrollment, students served by the system, number of schools, number of authorized users, or any other variable factor should be clearly identified. If the offeror provides the option to host the solution for the Division as a SaaS offering, those costs should be included as optional costs. These costs will be broken down in the following categories:

- a. One-Time Costs
 - b. Annual Recurring Costs
 - c. Optional Costs
2. Section 2 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.
- a. Describe any planned use of small businesses and businesses owned by women and minorities and service-disabled veterans in fulfilling this contract.
 - b. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

c. Return Completed Attachments:

- Attachment B: Offeror Data Sheet
- Attachment C – State Corporation Commission Form:
Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized.
- Attachment D – Certification of No Collusion
- Attachment E – Certification of Crimes Against Children and Acts of Moral Turpitude
- Attachment G – Proprietary/Confidential Information Identification – See VI. A, above.

VII. EVALUATION AND AWARD CRITERIA:

This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

The ACPS Software Evaluation Committee will evaluate all proposals. Proposals will be evaluated using the criteria outlined below:

No.	Criteria	Point Value
1	<p>Specific plans or methodology to be used to perform the services described in Section V: Statement of Work. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with goals and standards stated herein.</p> <ul style="list-style-type: none"> a. Extent to which the proposed software meets the functional requirements identified in Statement of Needs, Section V. b. Usability of the system by teachers. c. Guidance provided to teachers and problem-solving teams through the MTSS process including the library of interventions. d. Suggestion of interventions and plans based on the analysis of data. e. Data visualization of the software f. Implementation Plan g. Project Phasing 	45
2	<p>Qualifications and experience of offerors and their staff to be assigned to perform the services. The ability, experience, and continuity of the vendor and proposed staff to be assigned to the project including the capability of the required staff to perform the services needed within the timeframe designated. The firm must provide assurance that the continuity of the key project team will be maintained and not changed without prior approval of ACPS. Offerors are required to provide current resumes for the individuals that they propose for this project. Resumes must specifically describe their training, certification levels, and experience.</p> <ul style="list-style-type: none"> a. Adequacy and availability of staffing to deliver the proposed solution on an acceptable timeline b. Experience in Virginia Divisions and compliance. c. Experience in similar organizations (size, structure, etc.). d. Offeror’s experience, capacity, history, financial stability, and vision 	20
3	<p>Strength of overall proposal</p> <ul style="list-style-type: none"> a. Overall proposal submitted specifically addresses ACPS’s Request for Proposals including the basic approach and understanding of the ACPS’s objectives. b. Overall proposal incorporates the needs of ACPS into a streamlined product c. Overall proposal indicates the offeror as a leader of MTSS who can successfully guide ACPS in implementation and successful outcomes for students. 	15

4	Proposed Cost. The ability to provide a cost-efficient service. <ol style="list-style-type: none"> a. Comprehensiveness of proposed pricing structure. b. Implementation Cost. c. Total cost of software/hardware/training/support solution over five years 	20
Total Proposal Evaluation		100
	Scripted Demo: After evaluating proposals submitted by prospective Offerors, ACPS will invite potential Offerors to perform a scripted demonstration. No more than the top three vendors will be invited for scripted demos. ACPS will provide a pre-defined agenda to the Offeror who will then be given the opportunity to demonstrate the solution showing how the solution meets the selected requirements. Each vendor will also be given time for “free style” where the offeror may cover any topics they wish. <ol style="list-style-type: none"> a. Ease of use/user friendliness/efficiency/process automation. b. Demonstrated ability to meet functional requirements per scripted processes c. Technology, security, integration & compatibility with the County technology architecture d. Reporting and analytics 	15

Each proposal has possible total score of **100 points**. The evaluation team will complete a review of each proposal and will score the above **items 1 through 4**. Proposals will be evaluated against the required specifications as listed in the RFP. A proposal may be eliminated from consideration at the Division’s option for failure to comply with any required specifications, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of a vendor to provide, in the County’s opinion, the best overall solution to meet the County’s objectives.

B. **AWARD OF CONTRACT:** The selection process shall be as per *Virginia Code § 2.2-4301(3)(b)* for the procurement of non-professional services. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among all the Offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Purchasing Agent shall select the Offeror(s) which in their opinion has made the best proposal, and shall award the contract in such form, terms and conditions as found at Attachment H hereto. **A 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 Terms and Conditions (Section X.) shall take precedence over any conflicting Offeror terms and conditions. Should the Purchasing Agent, determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the contract may be negotiated and awarded to that Offeror. The 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 School Board.

VIII. **REPORTING AND DELIVERY INSTRUCTIONS:**

- A. Within five (5) calendar days after the award of the contract, the contractor shall provide a draft master contract/services agreement and a statement of work to the ACPS Program Manager for review.
- B. The contractor shall provide a weekly progress report to the Program Manager outlining the following:
 1. The specific accomplishments achieved during the reporting period.
 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 3. The projected completion dates for the remaining specific tasks required by the contract.
 4. Issues encountered during the period that need attention.

IX. **PRE-PROPOSAL CONFERENCE:** An optional preproposal conference will be held virtually on Wednesday, March 27, 2024, at 3:00 PM ET, via Microsoft Teams. All parties interested in attending shall contact Sharon Cash, Buyer, at scash2@albemarle.org and request access to the Microsoft Teams Link to access the meeting.

X. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at <https://www.albemarle.org/government/finance/procurement/solicitations>.
- C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- F. 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 through the life of the awarded contract.
- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
- B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) workdays prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only divulged in accordance with federal law or the Code of Virginia, and will not be used by contractor for any purpose other than the performance of contractor's obligations under the contract. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach actual or suspected unauthorized access to, or unauthorized disclosure, use alteration, destruction or loss of, in the security of such information (each, a "Security Incident"). Contractors shall cooperate fully with County and provide all information reasonably requested by County in connection with any Security Incident and shall allow the County to both participate in the investigation of Security Incidents and exercise control over decisions regarding external reporting. Contractors shall reimburse County for all costs incurred by County in repairing any equipment and reconstituting any data damaged as a result of a Security Incident, as well as all costs of notifying affected individuals and, upon request by County, providing such individuals with credit monitoring and identity theft protection services for twelve months. Contractors and their employees and independent contractors working on this project may be required to sign a confidentiality statement. Contractors will require any vendors and subcontractors who will have access to or process any personally identifiable information to agree to comply with data protection, security and confidentiality provisions at least as protective of such data as the provisions contained in the awarded contract.

- M. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- N. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. DEBARMENT STATUS: By submitting their offers, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- R. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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 the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- U. FORM W-9 REQUIRED: Each Offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

- AA. 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 types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's 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.
- BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- CC. NON-DISCRIMINATION: By submitting their bids or proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The 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 law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that it 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 these requirements.
 2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor
- DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.
- FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the Offeror to ensure timely and correct delivery of Offer.
- GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at www.albemarle.org/procurement or you can go directly to the site at <https://procurement.albemarle.org/bsol/>.
- HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.
- JJ. PAYMENT:
- a. To Prime Contractor:

1. The County 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 for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County 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.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All Invoices shall show the County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

KK. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The Offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

LL. PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.

- MM. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any Offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the Offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.
- NN. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- OO. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service-disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- RR. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County of Albemarle upon request.
- SS. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically

identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each Offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each Offeror is required to submit a certification that its offer, or any claim resulting there from, 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 the Act. Any Offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

WW. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

XI. 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 of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.
- B. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- D. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- E. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- F. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.

- G. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- H. 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.
- I. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- J. ORDERING OPTION: The Division may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- K. 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.
- L. RENEWAL OF CONTRACT: Contract for implementation services should be for three (3) years from date of Notice to Proceed or until acceptance of implementation, based upon negotiated implementation timeline approved by ACPS, and renewable by the mutual written agreement of both parties for two (2) additional one (1) year terms, under the terms and conditions of the original contract except as noted herein, subject to appropriation. Prior to the expiration date of the initial term or any subsequent renewal, the Offeror may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than 5% per year. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

XII. METHOD OF PAYMENT: The Division 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, the Division shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Division fails to make payment by the required payment date, the Division 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 the Division with a federal employer identification number, prior to receiving any payment from the Division.

XIII. ATTACHMENTS:

ATTACHMENT A	Not Used
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
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Contract Form/ Sample Only

ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

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: _____ Email: _____

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: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	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: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<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"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 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; 5. <input type="checkbox"/> Selling through independent contractors; 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; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 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; 9. <input type="checkbox"/> Owning, protecting, and maintaining property; 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; 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 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 13. <input type="checkbox"/> Transacting business in interstate commerce.
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> 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. Attach opinion of legal counsel to this form.

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: _____

ATTACHMENT D

CERTIFICATION OF NO COLLUSION

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

This offer 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 offer 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 *et seq.*)

Signature of Company Representative

Name of Company

Date

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.

B. 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)

ATTACHMENT E

**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 Offeror's 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 Board of Albemarle County, Virginia and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the School Board 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 \$1,000,000. 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 Board of Albemarle County, Virginia 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 Board of Albemarle County, Virginia is 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 Board of Albemarle County, Virginia and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the School Board of Albemarle County, Virginia 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 Board of Albemarle County, Virginia 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 Board of Albemarle County, Virginia and its officers, employees, agents and volunteers is also required on the umbrella policy.
 - f. Professional (E&O) Liability Insurance: Minimum coverage of \$1,000,000 or greater
 - g. Cyber Liability- minimum coverage of \$3,000,000 or greater

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 Board;
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 Board as an additional insured. The School Board of Albemarle County shall be entitled to protection up to the full limits of the offerors' 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 Board 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 Board; and (iii) the Offeror shall deliver to the School Board endorsements to the policies which require the School Board 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 Board, and (iv) upon the request of the School Board, provide any other documentation satisfactory to the School Board 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 Board 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 Board for any liability to the School Board, as specified in any other provision of this contract, and the School Board 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 Board 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 Board's sovereign immunity under law.

Right to Revise or Reject: The School Board 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 Board 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 Board of Albemarle County, Virginia 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 Board as an additional insured. The School Board 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 (if 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 \$5,000,000 per claim/\$10,000,000 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 Board. Upon execution of this Agreement, Offeror shall provide the School Board with a certificate of insurance, or other written documentation satisfactory to the School Board 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 Board. Offeror’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the School Board to terminate this Agreement without notice to Offeror and without penalty to the School Board.

EXAMPLE ONLY

CONTRACT #«number»
«Company»
«Address 1»
«City», «State» «PostalCode»
[corporate status, as confirmed by SCC]
(Contractor)

SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA
401 McIntire Road
Charlottesville, Virginia 22902
a political subdivision of the Commonwealth of Virginia,
(School Board)

This Agreement (the “Agreement” or “Contract”) made and entered into on this _____ 2024, 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 Proposals (RFP) # 2024-RFP-7042320 documentation, and said RFP 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 RFP, the Contractor’s proposal/bid, dated [month day, year], 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 RFP, or Contractor’s proposal/bid, the terms of this Agreement first and the RFP 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 County. 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. Detailed pricing and maximum liability to the County for this Agreement is included herewith as Exhibit B.

The maximum liability to the School Board for all work under this contract shall not exceed \$ _____ annually.

4. **Term:** The School Board's requirements of the products/services hereinafter specified are for the term of date of contract award and terminating 3 years after contract award, with optional renewal clause for up to two (2) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.
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 work space, 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 School Board, 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:

[name of project manager]
[Name of school, department, or division]
[street/ mailing address]
[Charlottesville, VA 22902]

With a copy to:

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

Notices for Contractor shall be addressed as follows:

[Contractor responsible party name]
[Contractor Business Name]
[street/ mailing address]
[City, State, zip]

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 County'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, the following policies of insurance:
- A. Workers' Compensation Insurance of not less than one million dollars (\$1,000,000), each accident.
 - B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
 - C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
 - D. Umbrella 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.
 - E. Errors and Omissions (Professional Liability) Insurance at limits not less than five million dollars (\$1,000,000).
 - F. Cyber Liability: Insurance at limits not less than five million dollars (\$3,000,000).

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.

For all insurance coverage except Workers' Compensation and Professional Liability, the School Board and its Officer's, employees, agents and volunteers must be named as additional insureds and shall be so endorsed to the policy or policies.

<u>CONTRACTOR'S ACCEPTANCE</u>		<u>SCHOOL BOARD'S ACCEPTANCE</u>	
Contractor		School Board of Albemarle County, Virginia	
SIGNATURE _____		SIGNATURE _____	
NAME _____		NAME _____	
TITLE _____		TITLE _____	Chief Procurement Officer
DATE _____			

SAMPLE ONLY