Arlington Public Schools
Purchasing Office

REQUEST FOR PROPOSALS #05FY18

PROPOSAL TITLE: ORACLE UNIFIER: LICENSES; MIGRATION; IMPLEMENTATION AND TRAINING

RFP NUMBER: #05FY18

RFP ISSUE DATE: JULY 12, 2017

PROPOSAL DUE DATE AND TIME: JULY 24, 2017, PRIOR TO 2:00 P.M. (LOCAL PREVAILING TIME)

This is Arlington Public Schools (APS) Request for Proposals (RFP) #05FY18 issued July 12, 2017. Sealed Proposals must be received and time stamped, or signed in, prior to 2:00 PM, on July 24, 2017 (collectively “Proposal Due Date”). Offerors are responsible for ensuring that the Purchasing Office receives their Proposal submission prior to 2:00 PM, on July 24, 2017. The time a Proposal is received shall be determined by the time stamped on the Proposal receipt by the time clock in the Purchasing Office. The APS Purchasing Office is located on the fourth floor of the Arlington Public Schools Education Center, 1426 N. Quincy Street, Arlington, VA 22207. Delivery to, or receipt by, any office other than the APS Purchasing Office shall not be deemed receipt by the APS Purchasing Office until actually received in the APS Purchasing Office. The Offeror assumes all risk of delivery to the correct office.

In the event this time clock is not functioning, the time shall be determined by time displayed on the wall mounted clock located between rooms 405 and 406. The time on the wall mounted clock will be written on the proposal receipt by hand, by Purchasing Office personnel. Proposals received at or after 2:00 PM, on July 24, 2017 shall not be considered. If the APS Education Center is closed for any reason on the Proposal Due Date, the Proposal Due Date will be extended to 2:00 P.M. on the next business day the APS Education Center is open.

The APS Education Center is a secure facility and Offerors can only enter through Door # 1 on the 1st Floor near the David M. Brown Planetarium. Offerors will have to sign in with the receptionist before being allowed up to the 4th Floor. Offerors must allow sufficient time to clear the sign in process to complete the Proposal submission process prior to the Proposal Due Date.

PRE-PROPOSAL CONFERENCE:

A pre-Proposal conference will NOT be held for this procurement.
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CLARIFICATIONS, ADDENDA, AND OFFEROR’S QUESTIONS:

All questions and /or requests for information other than those presented at the pre-Proposal conference shall be submitted only by email to the Owner prior to 5:00 P.M. (Local Prevailing Time), on Friday, July 17, 2017, by email to Ajibola Robinson, Owner’s Project Manager, at Ajibola.robinson@apsva.us; and to the APS Purchasing Office, Ellen Wills, Assistant Purchasing Director, at Ellen.wills@apsva.us; The APS Purchasing Office will respond in writing to all questions. The question and answer will be posted in the same manner as an Addendum as set forth below. No answers provided in any other manner shall be binding upon the Owner. Changes to the Proposal Documents, or to the Contract Documents prior to Proposal Due Date will be made only by way of a written Addendum issued by the APS Purchasing Office. All Addenda will be issued in a reasonable time prior to the Proposal Due Date to be considered by Offerors in preparation of Proposals. All Addenda will be posted on the APS Website and on eVA.

Note: All Addenda shall become a part of the Proposal Documents and of the Contract Documents for the preparation of a Proposal, shall be covered in the Proposal, and will be made a part of the Contract.

Proposals are to be submitted by mail, hand delivered or express carrier to:

Arlington Public Schools,
Attn: Ellen Wills, Assistant Director of Purchasing
Purchasing Office, 4th Floor,
1426 N. Quincy Street,
Arlington, VA  22207

ADDENDA:

All Addenda will be posted on the APS Website (www.apsva.us); and on eVA, the Commonwealth of Virginia’s on-line e-procurement system: (www.eva.virginia.gov).

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda here:

Addendum No. ___ Date: ________________ Addendum No. ___ Date: ________________ Addendum No. ___ Date: ________________

TRADE SECRETS OR PROPRIETARY INFORMATION:

Offerors shall confirm whether their Proposal contains any information the Offeror deems proprietary or a trade secret. Information considered to be proprietary or a Trade Secret is to be included in the Proposal at Tab 8, and shall include all information required by Va. Code Ann § 2.2-4342 in support of such designation. See Section VI.D, Instructions to Offerors, Trade Secrets or Proprietary Information, for additional information.

Please mark one:

( ) Yes, My Proposal contains information deemed to be proprietary or a trade secret. The information deemed to be proprietary or a trade secret can be located under Tab 8

( ) No, My Proposal does not contain information deemed to be proprietary or a trade secret.

ACCEPTANCE OF SCOPE OF SERVICES:

By submitting a Proposal, Offeror confirms that it can deliver all of the work contained in the Scope of Services
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STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER:

Under Section VI. General Terms and Conditions, the requirement of the Virginia Public Procurement Act (VPPA) § 2.2 4311.2 that an Offeror be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise by law is incorporated. The Offeror shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). For more information on how the SCC can expedite a request for an identification number, please contact the SCC at (www.scc.virginia.gov) or the Clerk’s office at 1-804-371-9733.

The Offeror must complete the following by checking the appropriate line that applies and providing the requested information

1. __ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Offeror’s identification number issued by the SCC is ____________________. (The SCC number is NOT your federal tax Identification number nor your eVA registration number).  
   
2. __ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror’s identification number issued to it by the SCC is ____________________.  

3. __ Offeror does not have an identification number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

   Please attach additional sheets if you need to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia.

DEBARMENT:

If you answer yes to any of the following, on a separate attachment, state the person or entity against whom the debarment was entered, give the location and date of the debarment, describe the project involved, and explain the circumstances relating to the debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information

1. Is your organization or any officer, director, project manager, procurement manager, chief financial officer, partner or owner currently debarred from doing federal, state or local government work for any reason?  
   Yes ___  No ___

2. Has your organization or any current officer, director, project manager, procurement manager, chief financial officer, partner or owner ever been debarred from doing federal, state or local government work for any reason?  
   Yes ___  No ___

TYPE OF BUSINESS:

Please check the following information relevant to your firm:

   Minority Owned Business: YES_______NO________
   Small Business: YES_______NO________
   Woman Owned Business: YES_______NO________
   Service Disabled Veteran Owned Business: YES_______NO________
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Employment Service Organization: YES ______ NO ______

None of the Above: YES ______ NO ______

ETHICS IN PUBLIC CONTRACTING/CERTIFICATION OF NON-COLLUSION:

Any Contract(s) awarded as a result of this RFP, if any, will incorporate by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The undersigned certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other person (as defined in Code of Virginia Section 59.1-68.6 et seq.) and that it has not conferred on any public employee having official responsibility for this purchase 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.

In compliance with this RFP and all the conditions imposed therein, the Offeror identified below offers and agrees to furnish the goods/services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to APS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to APS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with APS. I further certify that my firm has not provided design, construction or construction management services to APS in the past five (5) years and this firm shall not pursue design, construction or construction management services with the APS for a period of 5 years after termination of a Program Management Agreement should one result from this Proposal.

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: 

Mailing Address: 

Remittance Address (If Different): 

Phone: ( ) 

Fax: ( ) 

Email Address: 

Contact Person: 

Tax Identification (FIN/SSN#): 

Typed/Printed Name: 

Signature: 

(Person signing must be authorized to bind the Offeror in contractual matters)

Date: 

A W-9 Form should be attached showing correct Full Legal name for award of contract.

INCLUDE PAGES 1, 2, 3 AND 4 OF THIS RFP AS THE FIRST 4 PAGES OF YOUR PROPOSAL RESPONSE UNDER TAB 1
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I. INTRODUCTION TO RFP #05FY18

A. GENERAL INFORMATION

1. SOLICITATION

Arlington Public Schools (APS) is soliciting proposals to obtain the services of a qualified Contractor to assist in implementation/migration its existing Oracle Primavera Contract Management Business Intelligence Publisher’s Edition Software Version 14.2.4.0, Build 2551 (PCM) to Oracle Primavera Unifier (OPU), in a contractor-hosted cloud environment. The end result of the project will be the installation, migration, training and support services for OPU that can perform the APS’ Design and Construction Management requirements for selected existing projects and all new projects.

The selected Contractor will work with the Design and Construction, Information Services (IS), Finance and Management Services, as well as other APS subject matter experts. Services will include functional and technical consulting with core knowledge of both PCM and OPU installations, upgrades, functions, features, forms, and reports. Through this RFP, APS intends to identify a Contractor that will most fully meet the needs of APS as outlined in this RFP. The Contractor must comply with all APS policies, codes and regulations, including those outlined within this RFP.

The Software shall be Oracle Primavera Unifier, with no substitutions allowed.

B. BACKGROUND:

1. APPLICATION

Arlington Public Schools (APS) is currently using the PCM to support its Design and Construction management services and related system needs. The application has been used by APS as Primavera Expedition for a number of years prior to the purchase by Oracle and the switch over to PCM. The current system is server based and the servers are maintained by an APS vendor, US Resources, in an offsite location. APS is upgrading to OPU primarily due to the phasing out of PCM with support ending in a number of years and more importantly to improve and streamline its Construction Management capabilities and control, move the platform to a cloud based service and improve overall system support.

Modules Implemented

APS currently uses PCM and other software for the following Construction Management processes:

- Purchase Orders
- Payment requisitions
- Change Management (PCO’s COR’s & CO’s)
- Submittals
- RFI’s
- Issues log
- Meeting minutes
- Notices
- Scheduling
- Daily Reports

2. INTERFACES WITH OTHER SOFTWARE

APS has a number of other Construction Management software being used to also execute its project management. OPU will be expected to interface with Microsoft Office suite of projects. Offerors shall familiarize themselves with the capabilities of the following suite of software currently used by APS as part of its
Construction Management solutions. APS’s intention is an output of the adoption of OPU for its Construction Management to replace most if not all of the other tools noted below:

Primavera Contract Manager (PCM): (hosted offsite). Used mainly to manage the project once in construction (marginal use during design). This is the primary construction management software used by APS, our Project Manager, Construction Managers, Architects / Design team and the General Contractor on the project. Schedule of Values, Meeting Minutes, Submittal logs, Notices, Issues, reports, Payment Requisitions, Purchase Orders and Change Order management et al are all run and managed via PCM.

Primavera P6 Scheduling Software: Construction schedules are produced via P6 by the General Contractor and reviewed by the Construction Manager, A/E, and APS Project Manager

Projnet / Dr. Checks: (Cloud based system) New to APS. Used exclusively during project design only. Used to input, monitor and track all design comments from all stakeholders to ensure items are not overlooked. Used by APS PMs CM and Design team only. On a Construction Management at Risk (CMR) contract it will also be used by the CMR contractor. Only the Dr. Checks aspect of Projnet is currently in use including a modified version of the integrated design review (IDR) process.

Skysite Enterprise and Collaborate: (Cloud based) relatively new. This is a service provided by ARC Imaging providing APS with reproduction services; document processing and plan printing. Two main functions of Skysite:

- A gradual digitization of all new and existing project flat files moving forward, Cloud hosting for long term storage of all As-Built documents. Other functionality provided by Skysite are Bidding: during the Bidding process, Bid documents can be made available to the public via the Cloud minimizing the needs to provide printed documents. Bidders will access the documents via the Cloud and download and distribute as needed. Bid addenda and drawing revisions will be more efficiently issued via the site.
- This also acts as a repository for active projects allowing drawing revisions to be issued via the Cloud and hosted in real time in the Cloud to be accessed by the entire project team. This is provided to APS by Skysite Enterprise.
- Secondly, an essential capability PCM lacks, is the ability to host / attach large document attachments to items like submittals et al. Skysite Collaborate is being used to manage the transmitting of submittals which allows all stakeholders to check in and check out documents upload documents, review documents et al.
- Planwell (part of Skysite) is being used by APS PM’s, managed by our CM and used by the Design team and the GC. Link: http://www.skysite.com/

BIM 360 Field: (Cloud based). New, used during construction for Quality Control and Punch List coordination to document issues on the site. new to APS projects but a great benefit to project efficiency. Mainly used by the Architect and the CM as well as APS PMs.

Bluebeam: Bluebeam Revu & Studio (Cloud based) very new in use by APS: For PDF creation, editing, markup and collaboration of design documents.

MS Excel: Spreadsheets used for all APS master project budgets and planning for all projects and to input budgets and input and track change orders expenses.

MS Word: Project correspondence that is not covered by the other software packages listed above may be generated in Word.

3. **Customization and Business Processes**

A summary of the most Critical Core Businesses Processes required via OPU are attached in Appendix F.

4. **APS Support Staff**

The APS support model for the OPU is four (4) full time employees (FTEs).
The anticipated roles of these positions are as follows:

1) APS Design & Construction Project Manager / OPU Lead – Will be the point of contact for coordinating day to day activities, resolving issues, new development, and management of the relationship with the Contractor.

2) APS Design & Construction Project Manager / OPU Back Up Lead – When the OPU lead is unavailable, will be the point of contact for coordinating day to day activities, resolving issues, new development, and management of the relationship with the Contractor.

3) APS Design & Construction Administrative Assistant – Supports the Administrative Resources, Project Setup and Administration, license maintenance and renewal and limited back end support.

4) APS IS department (or Design & Construction technical staff, Technical Liaison) – back end administrative and technical support for technical issues and interconnectivity of OPU to the other APS software and hardware systems.

5. **Hosting**

OPU will be hosted in the Cloud. Offerors should provide pricing for additional Cloud storage options as follows:

- 1TB of Cloud storage
- 10 TB of Cloud storage
- 20 TB of Cloud storage
- Cost for the additional Cloud storage options noted above should be all inclusive to include all hosting, maintenance and any associated usage costs to use and maintain the Cloud storage.
II. **SCOPE OF WORK**

The Scope of Services consists of the following:

The Contractor will be responsible for the documentation updates, test planning, and managing the testing execution. The Contractor will be responsible for updating the documentation. The Contractor will be responsible for third party integrations, any changes required for existing reports, and changes to any customizations.

A. **IMPLEMENTATION/MIGRATION REQUIREMENTS**

The Contractor will be required to timely, and successfully, complete all of the following tasks:

1. Review existing setup of PCM, meet with APS Project Managers and all other stakeholders to identify and recommend any new functionality that could be adopted after implementation of OPU. Meet with APS staff and other stakeholders as needed, develop an implementation and solutions plan and timeline and schedule for the implementation/migration to Cloud environment.

2. Implement and migrate from PCM to OPU, with all historical data, all current projects (up to ten (10)) and ten (10) completed projects.

3. Ensure all necessary setups required as a result of new OPU features are established to meet the needs of existing APS Construction Management processes and business practices.

4. Ensure all identified process scenarios can be performed to the satisfaction of OPU Lead after each test iteration is performed. Refer to Appendix F; Critical Core Business Processes.

5. Ensure all unique APS business processes CEMLI (Customizations, Extensions, Modifications, Libraries, and Interfaces) from the existing PCM software in use by APS are migrated successfully if functionality is not already in OPU.

6. Ensure all required documentation has been updated.

7. Create and execute the necessary documentation and training to educate APS employees on performing their job functions utilizing the OPU environment.

8. Work successfully with APS IS department and other IS consultants as needed throughout the implementation and migration process.

9. Educate the APS team on the differences and changes they will be required to provide support in the implementation from the PCM to OPU environment.

10. Thirty (30) day Post Implementation Support, go live date that is mutually agreed to and prior to the start of the contacted monthly or yearly support package commencing, may include a possible double entry time frame to ensure accuracy.

B. **IMPLEMENTATION/MIGRATION REQUIREMENTS: ADDED SERVICES (training and continued support)**

Besides the Implementation/Migration, the scope of services has the following added services that would need to be performed:

1. **Additional Training of APS consultants.**
   APS currently requires its Architects, Construction Managers and General Contractor’s use and access to PCM. The Contractor will be required to also conduct a number of training sessions for these stakeholders. The costs for these training sessions should be based on the unit costs on the Pricing Schedule.

2. **Interconnectivity to other internal software.**
   Review other internally used APS software (Microsoft Office Suite, other APS Oracle software, Adobe professional Bluebeam et. al.) and provide support and solutions for interconnectivity to OPU.
3. Interconnectivity to other external software.
   Review other external non-APS software (Newforma, other project manager software et. al.) and provide advice on the interconnectivity probabilities and complexities for interconnectivity to OPU.

4. Continuing Support
   APS will require both ongoing technical and functional support to all the users (for example: APS Architects, Construction Managers and General Contractors) during their working hours. The following costs below for providing this continuing support should be included on the Pricing Schedule:
   a. Time and Material per hour rate cost
   b. Bulk Package Cost: 50 hours of support to be used in a year
   c. Bulk Package Costs: 100 hours of support to be used in a year
   d. Unlimited Monthly support to be used in a year (minimum of 500 hours)

   APS will determine whether none, one, or a combination of support services will be included in any resulting Contract.

C. RESOURCE REQUIREMENTS
   The Offeror must propose a Project Team that will include (but not limited to):
   • A Project Manager (PM); Solutions Architect team leader
   • A Senior Consultant
   • Two Junior Consultants (offsite as needed)

   The Project Manager will lead the effort with the other positions in support of the Project Manager. The two (2) Junior Consultants can be located offsite and will provide support for the Project Manager as needed either at APS facilities (2770 S. Taylor Street, Arlington) or offsite.

   The normal working business hours of Arlington Public Schools are 8:00 AM – 5:00 PM Monday – Friday.

   It is expected that the majority of the Contractor’s Project Team will be on site as necessary. APS is open to Proposals that allow for a percentage of the Contractor’s team members to be off site. This should translate into a lower price Proposal and result in cost savings to APS. Web conferences can be utilized for the implementation/migration on a case by case basis upon discussion and approval by APS.

   APS will provide network connectivity and desktop telephone service for the Contractor’s Project Team working on site. Computers and other communication devices will be the responsibility of the Contractor. All computers used by the Contractor connecting to the APS network during the project must be approved by APS. The APS PM OPU Lead or Security Officer or designee will examine the device to confirm it meets the APS standards security levels. Devices that do not comply with the APS security policies will not be allowed connectivity to the APS network. To become compliant may require the installation of security software before use on the project.

D. KEY INFORMATION ABOUT IMPLEMENTATION/MIGRATION APPROACH
   • In addition to the services referenced elsewhere, the Contractor Project Team is responsible for CEMLI migration, documentation updates, training, test planning and managing testing execution. It should be expected that the existing APS staff will continue to support and utilize the existing Oracle PCM application during the implementation/migration process. Due to APS’ limited resources, the preferred approach is one that involves APS staff providing feedback and consultation to the Contractor but APS’ priority is to allow APS staff to focus on working knowledge of the system to enable them to successfully support the implemented version following completion of this project.

   • APS will discuss with the Contractor the best solutions to safeguard its historical project database for the long term. The solution may or may not involve additional services from the Contractor. If additional services are required it will be based on the Pricing Schedule for Additional Tasks.
E. **DELIVERABLES**

The deliverables of this project, at a minimum, are as follows:

- An assessment of the existing PCM system configuration and process changes required to support the transition from PCM to OPU. The assessment will include listing of report and setup changes that need to occur during the transition and recommendations of specific functionality to be turned on or implemented in the future.
- A detailed OPU implementation plan, schedule with milestones based upon results from initial assessment and Contractor recommendations.
- Step by step roadmap listing each step that needs to be taken during the actual upgrade process.
- Weekly status reports that includes progress of the project, upcoming tasks, issues, and issue resolution.
- Updated configuration documents for all modules.
- New test scripts required because of the implementation/migration.
- Testing results for all cycles.
- Updated training and user support documentation.
- Post production support matrix that documents the knowledge transfer to APS team members.
- Implemented/migrated OPU that seamlessly supports current Construction Management processes.

All Deliverables must be accepted, as defined herein, by the APS Project Manager OPU Leads. Deliverables will be timely submitted in accordance with the (to be negotiated prior to contract award) Deliverable/Milestone Schedule. Within five (5) calendar days of receipt, the APS Project OPU Leads or designee shall review the deliverable and notify the Contractor of either the acceptance of the Deliverable or any changes, corrections, errors or deficiencies that must be addressed. The Contractor will have seven (7) calendar days thereafter to make the changes or to correct any errors, deficiencies or problems with the Deliverable to allow the APS Project Manager OPU Lead to accept the Deliverable. Payment of a Deliverable will not be made until the Deliverable has been accepted by the APS Project OPU Lead. Payment of any future Deliverable(s) will not be made until all the previous Deliverable(s) have been accepted by the APS Project OPU Lead. APS reserves the right to shorten the time the Contractor has to make any changes, corrections, errors deficiencies to a rejected Deliverable if the project completion date will be impacted. Prior to imposing a shorter time period, APS and the Contractor shall agree upon a mutually acceptable date for resolution. Upon Acceptance, the Deliverable shall be eligible for payment in accordance with the Contract Documents.
III. INSTRUCTIONS TO OFFERORS

A. INFORMATION REQUESTS

All questions relating to this solicitation shall be submitted in writing to Ellen Wills, Assistant Director of Purchasing, Arlington Public Schools Purchasing Department at ellen.wills@apsva.us. For a question to be considered, the subject line of the email must state the following: “RFP #05FY18 Questions”. Questions should be succinct and must include the submitter’s name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting Arlington Public Schools staff other than Ellen Wills.

B. TENTATIVE SCHEDULE FOR RFP #05FY18

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issuance</td>
<td>July 12, 2017</td>
</tr>
<tr>
<td>Non-Mandatory Pre-Proposal Meeting</td>
<td>NONE</td>
</tr>
<tr>
<td>Addendum 1 Issuance</td>
<td>Tuesday, July 18, 2017</td>
</tr>
<tr>
<td>Addendum 2 Issuance (if needed)</td>
<td>TBD</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>Monday, July 24, 2017 Prior to 2:00 PM</td>
</tr>
<tr>
<td>Interviews</td>
<td>Tentatively the Week of August 7, 2017</td>
</tr>
<tr>
<td>Negotiation/Award</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract Starts</td>
<td>TBD</td>
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</tbody>
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Questions will not be considered if they are received after Tuesday, July 17, 2017 at 5:00 PM. Only questions related to the answers provided in Addendum 1 will be addressed in Addendum 2, if needed.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal amendment only. If this solicitation includes a separate Arlington Public Schools contact for technical information, Offerors are cautioned that any written, electronic, or oral representations made by any Arlington Public Schools representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Office of the Director of Purchasing.

C. ADDITIONAL INFORMATION

1. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act (VFOIA); however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 8 of the proposal, any data or materials it considers to be a trade secret or proprietary information, or falls within the exceptions to the VFOIA and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information. It is the Offeror’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

2. DEBARMENT STATUS

The Offeror shall indicate, in the space provided on Title Page 3, whether or not it, or any of its principals, is/are currently debarred from submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting proposals to Arlington Public Schools, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal. This statement shall also apply to any subcontractor(s) the Offeror intends to use in the performance of a resulting contract.

3. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding potential conflict of interest. The certification shall be in the form provided in this solicitation, signed by an authorized agent and principal of the Offeror and notarized. The completed Conflict of Interest Statement shall be provided in Tab 1 of the proposal.

4. EXPENSES INCURRED IN PREPARING PROPOSAL

APS accepts no responsibility for any expense incurred by any Offeror in the preparation and presentation of a proposal. All expenses related to an offer are the sole responsibility of the Offeror.
5. **INCOMPLETE DOCUMENTS**
Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its proposal, and has an affirmative obligation to notify the Arlington Public Schools Purchasing Agent immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

If a potential Offeror downloaded an electronic version of the solicitation documents, that potential Offeror is responsible for determining the accuracy and/or completeness of the electronic documents.

If the successful Offeror proceeds with any activity that may be affected by an inaccuracy, error in, or omission in the solicitation documents of which it is aware but has not notified the Arlington Public Schools Purchasing Agent, the Offeror hereby agrees to perform any work described in such missing or incomplete documents at the Offeror's sole expense and at no additional cost to Arlington Public Schools.

Failure to acknowledge all Addendums issued during the solicitation process on the Request for Proposals Title Pages 2 form is considered an incomplete proposal document.

6. **OFFEROR INVESTIGATIONS**
Before submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by Arlington Public Schools that the Offeror will rely upon. No pleas of ignorance or mistake, inaccuracy, misrepresentation of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary compensation on the part of the successful Offeror.

7. **COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES**
This solicitation is let under the procedure for "Competitive Negotiation for Goods and Services" as defined in the Arlington Public Schools Purchasing Resolution. Under this procedure, the content of the proposals, and the identity of the Offerors are not public record until an award determination has been made. Because of this restriction, the opening of proposals is not public.

8. **ARLINGTON COUNTY BUSINESS LICENSES**
The successful Offeror must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, prospective offers should contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

9. **AUTHORITY TO TRANSACT BUSINESS**
Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be written in the space provided on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Arlington Public Schools may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of the proposal or cancellation of the award. For further information prospective Offerors should refer to the Commonwealth of Virginia State Corporation Commission website at: [www.scc.virginia.gov](http://www.scc.virginia.gov).

10. **INSURANCE REQUIREMENTS**
Each Offeror must review the insurance requirements section carefully with its insurance agent or broker prior to submitting a proposal to ensure they can provide the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to meet the insurance requirements of the solicitation, alternate insurance coverage satisfactory to Arlington Public Schools may be proposed by the Offeror and considered by the Arlington Public Schools. Written requests for consideration of alternate coverage must be received by the Arlington Public Schools Purchasing Agent at least ten (10) calendar days prior to the date set for receipt of proposals. If Arlington Public Schools denies the request for alternate coverage, the coverage required by the Insurance Requirements or
Checklist section must be provided. If Arlington Public Schools permits alternate coverage, an amendment to the Insurance Checklist will be issued prior to the time and date set for receipt of proposals. The Insurance Checklist can be found at Appendix D.

11. **INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION**
More than one proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that an Offeror is interested in more than one (1) proposal for a solicitation both as an Offeror and as a subcontractor for another Offeror will result in rejection of all proposals in which the Offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more Offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any Offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

12. **PROPOSAL WITHDRAWAL**
No proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Arlington Public Schools Purchasing Agent prior to the time and date set for the receipt of proposals or unless Arlington Public Schools fails to award or issue a notice of intent to award a Contract within ninety (90) calendar days after the date and time set for receipt of proposals with the successful Offeror.

13. **PARKING**
Where parking is not provided at an Arlington Public Schools location, the Contractor is responsible for the payment of any parking charges or fines resulting from parking at any worksite(s).

14. **CONTRACT AWARD IS IN THE BEST INTEREST**
Arlington Public Schools reserves the right to accept or reject proposals, to waive any informalities or irregularities therein and to contract as the best interests of Arlington Public Schools may require in order to obtain the firms that best meet the needs of Arlington Public Schools, as expressed in this RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to Arlington Public Schools. Arlington Public Schools reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to Arlington Public Schools in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

15. **NOTICE OF DECISION TO AWARD**
Arlington Public Schools will post a written Notice of Decision to Award on a public notice board in the Arlington Public Schools Education Center, 1426 N. Quincy Street, Arlington, Virginia, 22207, stating the date the decision to award was made, and identifying the name(s) of the awardee(s).

16. **REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS**
The key personnel and sub-contractors submitted by the Offeror in its Proposal in order to qualify are considered essential to the Offeror’s qualifications and may not be replaced, substituted or augmented after qualification of the Offeror’s proposal without prior written approval of Arlington Public Schools. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by Arlington Public Schools prior to substitution or augmentation.

17. **CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS**
The Offeror agrees to comply with Virginia Code §22.1-296.1.

By signing this proposal, the Offeror agrees that (a) neither the Offeror nor any employee of the Offeror who will have contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, and (b) unless expressly disclosed in an attachment to this proposal on the Offeror’s official letterhead stationery, neither the Offeror nor any employee of the Offeror who will have contact with students has been convicted of a crime of moral turpitude (see Appendix A).
IV. PROPOSAL REQUIREMENTS

A. GENERAL REQUIREMENTS

One (1) ORIGINAL hard copy proposal in a binder, and one (1) ORIGINAL electronic copy, so marked, and two (2) individual electronic copies of the proposal in pdf format on CD/ROM or memory stick, for a total of four (4) copies of your proposal document are required. Only the ORIGINAL hard copy and the ORIGINAL electronic copy shall contain pricing information. The remaining two (2) electronic copies shall not contain any pricing information. Offerors shall attach the name of their firm to the electronic copies. The Offeror’s proposal shall address the below areas, not exceeding the stated page limitations. The proposal shall be limited to a page size of 8 ½” x 11”, single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

Proposals shall be submitted in sealed package, with the RFP number, title, due date and time on the outside of the package. Offerors are responsible for having their Proposal received by Purchasing Office staff prior to the PROPOSAL DUE DATE. APS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, APS will notify the Offerors of the deficiency and request that the appropriate number of copies is delivered by the end of the second business day following the request. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for APS to reject such Proposals as nonresponsive.

Email or facsimile submission of Proposals is not acceptable and any such Proposal submitted in this manner will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit Proposals. Only the original proposal should contain pricing information. The electronic copies of the proposal should not contain or make any reference to pricing information.

Offerors shall submit their proposals with the required information in the order listed below. Additional instructions are in the Instructions to Offerors section of this solicitation.

Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations. Failure to comply with these requirements or with any other requirements stated as mandatory either in this RFP or in the Instructions to Offerors shall result in rejection of the Offeror’s Proposal as not responsive, except to the extent the failure or omission either is not a mandatory statutory requirement or does not affect price, quantity, quality or time.

APS proposed Contract Documents and this RFP contain terms and conditions APS intends to use for the resultant contract. Any Offeror awarded a Contract shall be required to execute a Contract in substantial compliance with APS standard Contract and will be required to furnish all other required documents and information, including but not limited to tax identification or social security number within fifteen days after receipt of notice of intent to award or notice of award; otherwise, APS may award the Contract to another Offeror.

Proposals having any erasures or corrections must be initialed by the Offeror in blue ink.

B. UNNECESSARILY ELABORATE RESPONSES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the respondent’s lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary at this time nor desired by APS.

C. USE OF INFORMATION AND DOCUMENTS

APS and its officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of APS. Following award APS may be required to allow inspection and copying of documents, and may also use the Offeror’s documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or information for which the Offeror has not obtained such authorization, or for which such copying and
use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold APS, its officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror’s response.

D. **SUBMISSION OF PROPRIETARY INFORMATION**
Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. [Virginia Code Section 2.2-4342(F)]. **Offerors shall submit, under Tab 8 of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary or trade secret information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

E. **FORMAT AND CONTENT**
The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. The content of the proposal copies submitted on CD-ROM or memory stick should mirror the content of the Original hard copy and should be in pdf format. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Responses containing exceptions to the proposed terms in this RFP will be considered non-responsive.

**Offerors should organize their proposals using the following TABULAR format:**

**TAB 1: Title Sheet**
Furnish a fully executed Request for Proposals Title Pages 1, 2, 3 and 4 of this solicitation and include it as the first four pages of your proposal. The name stated on the Title Sheet, page 4, must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. The following forms should be completed and provided:

- The Contactor Certification Regarding Criminal Convictions at Appendix A
- The Non-Disclosure and Data Security Agreement (Contractor) at Appendix B
- The Conflict of Interest Statement at Appendix C
- The Insurance Checklist at Appendix D

**TAB 2: Mandatory Requirements**

The following requirements are mandatory. If one, or more, of the mandatory requirements are not met, the proposal will not be reviewed or evaluated and will not be considered for contract award:

- Experience of the Offeror:
  - Provide the project name, client name, client contact phone number and email, project scope, duration of the project, the estimated and final cost of the project, where the Offeror was either the prime contractor for at least one (1) successful Implementation/Migration from PCM to OPU or two (2) successful OPU implementation projects within the previous five (5) years.
  - Provide the project name, client name, client contact phone number and email, project scope, duration of the project, estimated and final cost of the project, where the Offeror was either the prime contractor, for at least two (2) additional successful OPU implementation projects within the previous five (5) years.
• Experience of Offeror’s Team:
  o Provide the project name, client name, client contact phone number and email, project scope, duration of
  the project, estimated and final cost of the project and the specific modules each team member has either
  successfully migrated from PCM to OPU or successfully implemented OPU projects.

• Experience of Proposed Project Manager:
  o Provide the project names, client names, client contact phone number and email, project scopes, duration
  of projects, timeframe of projects, estimated and final cost and description of roles of the Project Manager
  on a minimum of two (2) OPU implementation or migration projects, where the proposed Project
  Manager served in a project manager capacity.

TAB 3: Executive Summary

The Executive Summary should seek to identify, in summary form, why Arlington Public Schools should
consider the Offeror’s proposal for this project.

• Why should Arlington Public Schools consider your firm’s proposal for the project?
• What factors differentiate your firm from other potential Offerors for this project?
• What is your firm’s particular strength in the marketplace?
• What team will be implementing the project for APS?
• What is your local presence in close proximity to APS for onsite support services?

TAB 4: Offeror Information

Each Offeror must provide the following information about its firm.

• Describe your firm’s staffing ratios to include consulting, support, sales and administrative and other.
• What other services does your firm provide? What percentage of your firm’s business lines are
  professional services? What percentage of your firm’s consulting business is for OPU? What percentage
  of your firm’s Oracle E-Business suite clients are utilizing OPU?

TAB 5: Implementation/Migration Approach

• Overall approach
  o How many OPU implementations/migrations have you completed?
  o How many OPU implementations/migrations have you completed? How many OPU Public Sector State
    and Local implementations/migrations have you completed? Where and when?
  o Describe the Cloud environment you are proposing and your responsibility for the environment.
  o Provide an example of a timeline for a customer, including high level milestones. How many iterations
    did you do? Did a variance exist between the planned number of days and the actual number of days?
    Explain any variances.
  o What is your approach for historical data migration? Why would you recommend this approach?
  o Provide a sample project plan for a similar effort.
  o What lessons have you learned from previous experience that have changed the way you would approach
    this project?
What potential risk/s do you see based in the Arlington Public Schools system and how do you see mitigating those risk/s?

- **Training and Change Management**
  - Describe your approach to training the APS core team on the new OPU functionality and form changes.
  - Describe your approach to educating the end users of the upcoming change, including system functionality changes, setup changes, form changes, and the review and revision of business processes, as needed.

- **Testing**
  - Describe in detail your testing methodology for an implementation/migration.
  - Do you have a specific tool that is used to track test scripts? If so, describe it in detail.

- **Issue Tracking**
  - Describe your recommended approach for tracking issues as it related to the project.
  - Do you have a standard tool that is used to track issues during a project? If so, describe it in detail.

- **Other services/requirements**
  - Provide reference contact information for any other accounts where you have implemented Oracle products, a minimum of three (3).
  - Describe your relationship with OPU Product Support.
  - Do you provide other functional or technical assistance/advice such as long-term management/planning, ongoing support options, et. al.?

**TAB 6: Implementation/Migration Project Team**

- Describe a typical Project Team – roles and responsibilities, etc.

- Provide an Organizational Chart for the proposed Project Team indicating the role, team member name and firm for which each team member works.

- Provide detail on the inter-relationships of the proposed Project Team including the Offeror’s basic approach to the management of the project, to include reporting hierarchy of staff and sub-consultants, procedure for conflict resolution and clarify the individual(s) responsible for coordination of the separate components of the scope of work.

- Detail which proposed team members have experience. Please list the following information:
  - Proposed Project Team Member Name
  - Reference Project Name
  - Role Title for Reference Project
  - Role Title Description for Reference Project
  - Percentage of Time as related to the total worked on Reference Project.

- Provide a resume for each key team member listing the name, experience, qualifications and relevant certifications for proposed key team members who will be responsible for the management and technical work of this project. (Limit two (2) pages per resume)

- Provide your understanding of the requirements for internal Arlington Public Schools resources including any prerequisite training, experience, and/or knowledge.
TAB 7: Fees for Services (ALL FEES ARE TO INCLUDED IN THIS TAB)

- Fees for services are to be included ONLY in the ORIGINAL hard copy and the ORIGINAL electronic copy proposals response, under TAB 7; so marked. Fees are not to be included in the two (2) individual electronic copies of the proposal. Fees will be considered in the rankings of Offerors for short-listing firms for interviews/discussions and the final rankings of Offerors for award of the contract. Please use Attachment A, Fee Schedule to submit the pricing under Tab 7 only in the ORIGINAL & and the one electronic ORIGINAL copy, so marked.

- Offerors are to provide a firm, fixed price to complete the contract. The price shall include all costs associated with completing the contract, including, but not limited to, travel and expenses, project management, requirements analysis, design, installation, configuration, customizations, interface development, training, testing, and report development. Offerors are to provide a list of hourly rates for all personnel proposed to be assigned to the project. The hourly rates will remain unchanged during the contract period and shall be used to price any additional tasks required by APS under the contract. It is expected that payments will be made based on specific project milestones.

TAB 8: Trade Secrets or Proprietary Information

- Offerors are to provide information on the data or other materials sought to be protected and state the reasons why protection is necessary or falls within the exceptions of the Virginia Freedom of Information Act. It is the Offeror’s sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

TAB 9: Software License Agreement

Provide a sample of your standard Software License Agreement, if applicable.

TAB 10: Hosting or Software as a Service Agreement

Provide a sample of your standard Hosting or Software as a Service Agreement, if applicable.

TAB 11: Software Maintenance and Support Agreement

Provide a sample of your standard Software Maintenance and Support Agreement, if applicable. The agreement shall outline the standard levels of support to be provided. The levels of support will be negotiated and finalized with the selected vendor upon award of the contract. Additionally, the agreement should outline provision of the following tiers of support:

1. Level 1: Immediate response, within 30 minutes of a reported issue, and support between the hours of 7am - 6pm to a reported issue. Requests made outside of this time period will be responded to the next business day morning.
2. Level 2: Response and support within a 24-48 hour window to a reported issue.
3. Level 3: Response and support within 5 business days to a reported issue.
4. Level 4: Response and support to a reported issue which requires significant revisions to OPU and input from the APS team.
V. PROPOSAL EVALUATION PROCESS, METHOD OF CONTRACT AWARD AND MANDATORY REQUIREMENTS

A. PROPOSAL EVALUATION PROCESS AND METHOD OF CONTRACT AWARD

A Selection Committee will review and evaluate all Proposals. The Selection Committee will rely on the Proposals submitted in selection of finalists and, therefore, Offerors must emphasize specific information considered pertinent to the project and submit all information requested.

1. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal.

2. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Failure of the Offeror to submit written exceptions to any liability provisions at the beginning of negotiations shall be deemed acceptance of the liability provisions contained in the Requests for Proposal and no exceptions shall be considered. Price shall be considered, but need not be the sole determining factor.

3. After negotiations have been conducted with each Offeror so selected, Arlington Public Schools shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror. Should Arlington Public Schools determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. MANDATORY REQUIREMENTS

The following requirements are mandatory. If one, or more, of the mandatory requirements are not met, the proposal will not be reviewed or evaluated and will not be considered for contract award:

1. EXPERIENCE OF OFFEROR
   1. Offeror must have successfully completed as a prime contractor, at least one (1) successful implementation/migration project from PCM to OPU or two (2) successful OPU implementation projects within the previous five (5) years.
   2. Offeror must have successfully completed as a prime contractor, a minimum of two (2) additional OPU implementation projects within the previous five (5) years.
   3. Offeror must be able to be the Prime contract vendor with APS for all products and professional and support services and must be an Oracle Platinum level prime contractor.
   4. Offeror must provide one contract with APS for products (licenses) and professional services.
   5. The level of quality assurance requires an Oracle Platinum level prime contractor. Confirmation of this shall be provided.
   6. Offeror must offer 24/7 hour support services. The Offeror has employees dedicated to Primavera products, from a technical and functional perspective. A qualified staff base, Oracle certified/trained, to respond to the needs of APS. Copies of certifications are required to be submitted with Proposal.
   7. Offeror should have the ability and resources to provide OPU expanded functionality and future configuration/deployment, the co-developer with Oracle of FM/RE version 16.1 is required. The intent is to reduce deployment effort and gain quality from an experienced services provider. One that has experience in the capital asset life cycle from construction concept to facilities management and real estate.
2. **EXPERIENCE OF OFFEROR’S TEAM**
   The experience of the Offeror must include a successfully completed minimum of either one (1) implementation/migration from PCM to OPU or one implementation of OPU, using all Oracle modules that are currently utilized similar to those by APS.

3. **EXPERIENCE OF PROPOSED PROJECT MANAGER (PM):**
   The PM must have performed in a Project Manager capacity on at least two (2) successful OPU implementation or migration projects

IF THE SELECTION COMMITTEE SHOULD CONCLUDE AFTER AN INITIAL REVIEW OF THE SUBMITTED PROPOSAL THAT ONE OR MORE OF THE MANDATORY REQUIREMENTS ABOVE ARE NOT MET, THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER.

C. **PROPOSAL EVALUATION CRITERIA**

The following Initial Evaluation Criteria will be used in reviewing and evaluating the Proposals for ranking Offerors (Initial Evaluations). Scores from the Initial Evaluations will determine the Offerors to be shortlisted for interviews, if shortlist interviews are conducted. When shortlist interviews are conducted, Offerors interviewed will be rescored based on the Shortlist Interviews Evaluation Criteria identified herein. Only scores resulting from the Shortlist Interviews Evaluation Criteria will determine the ranking of Proposals whereby Arlington Public Schools will enter into negotiations as described in Section A above. Scores resulting from the Shortlist Interview will be given primary consideration, but the factors which led to the Initial Evaluations may be given some consideration when evaluating the Shortlist Interviews.

<table>
<thead>
<tr>
<th>Category</th>
<th>Weight</th>
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<tbody>
<tr>
<td>General organization, thoroughness, and continuity of Proposal</td>
<td>10%</td>
</tr>
<tr>
<td>Tab 2 – Mandatory Requirements</td>
<td>10%</td>
</tr>
<tr>
<td>Tab 4 - Offeror information</td>
<td>10%</td>
</tr>
<tr>
<td>Tab 5 – Implementation/Migration Approach</td>
<td>25%</td>
</tr>
<tr>
<td>Tab 6 – Implementation/Migration Project Team</td>
<td>25%</td>
</tr>
<tr>
<td>Tab 7 – Fees for Services</td>
<td>20%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100%</td>
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</tbody>
</table>

The contents of the remaining tabs will be weighed against the applicable categories identified above.

D. **INTERVIEW CRITERIA**

If Shortlist Interviews are conducted, Offerors selected will be asked to provide information that serves to clarify the Offeror’s Proposal. The Shortlist Interviews may include a presentation, a product/service demonstration, and a question-and-answer session. The points scored from the proposal evaluation will not be considered during the interview stage. Offerors selected for Shortlist Interviews will be evaluated in accordance with the evaluation criteria listed below:

1. Demonstrated success in meeting the interview requirements\(^1\) and understanding the Software functional requirements. (25%)
2. Demonstrated knowledge of project methodology, understanding the scope of work, and APS’ objectives. (15%)
3. Team composition (entire project team including PM) and demonstrated cohesion within the team. (15%)
4. Demonstrated ease of the proposed Software to allow key APS staff to update configurations and business rules with minimal code or involvement from technical resources. (10%)
5. Demonstrated success with Hosting models including support services. (15%)
6. The offeror’s proposed cost. (20%) (ONLY THE FIXED 5 YEAR COST WILL BE USED FOR EVALUATION)

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Information supplied by references on capability and past performance of Offeror. References will only be checked for the Offerors interviewed.
VI. GENERAL TERMS AND CONDITIONS

Any Contract awarded to an Offeror will contain the following Contract Terms and Conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror(s). MANDATORY PROVISIONS REQUIRED BY VIRGINIA LAW OR THE ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (“*”). The final Contract for any successful Offeror is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement #05FY18, and all modifications properly incorporated into the Agreement
- Appendix A – Scope of Services
- Appendix B – General Terms and Conditions
- Appendix C – Non Disclosure and Data Security Agreement (Contractor)
- Appendix D – Contractor Certification Regarding Criminal Convictions
- Appendix E – Fee Worksheet Summary and Fee Schedule; and,
- Appendix F – Certificate of Insurance

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or “Agreement.”

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the “Work”). The primary purpose of the Work is to obtain the services of qualified Contractors to assist APS. The Scope of Work is more fully described in Appendix A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost for the compensation set forth in the Contract, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

3. STANDARD OF CARE

In the performance of the Work, the Contractor and all its agents shall exercise the highest degree of skill and care normally accepted as the highest level of practices and procedures by members of the same profession for comparable work in the Counties of Arlington, Fairfax, Loudoun and Prince William and the City of Alexandria, Virginia.

4. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the work product, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

APS’ review, approval, or acceptance of, or payment for, any services or deliverables required under the Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.
6. **CONTRACT TERM**
The Contract Term shall commence from the date the Purchasing Agent fully executes the Contract and shall terminate sixty (60) months from that date. The contract may be renewed at the expiration of its term if authorized and mutually agreed upon by both parties. Such renewal may be for one (1) five (5)-year period.

7. **PAYMENT**
7.1 Unless otherwise specified in this Contract, payment will be made on partial deliveries accepted by the APS if the amount due on the deliveries warrants it and the Contractor requests it.
7.2 Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Fee Work Sheet of Attachment A providing that all elements of that line have been completed as described in the portion of Section B of this Contract related to that line item.

8. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the APS Project Officer (“Project Officer”) who shall be appointed by the Director of the APS Office requesting the Work. It shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under the Contract Documents.

9. **ADJUSTMENTS FOR CHANGE IN SCOPE**
APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor.

10. **ADDITIONAL SERVICES**
The Contractor shall not be compensated for any goods or services provided except those included in the Task Work Order unless those goods or services are covered by a written amendment to this Agreement or to the applicable Task Work Order, signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such goods or services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost proposal for any such work. No additional services shall be performed unless a written amendment to this Agreement or the applicable Task Work Order has been executed by both parties.

Additional services agreed upon by the parties will be billed at the rates set forth in Appendix E.

11. **REIMBURSABLE EXPENSES**
All expenses shall be included in the Firm Fixed Price for provision of OPU Software. APS shall not approve any request for reimbursement submitted by the Contractor.

11.1 **REIMBURSABLE TRAVEL-RELATED EXPENSES**
All travel-related expenses shall be included in the Firm Fixed Price for provision of OPU Software. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in Firm Fixed Price:

- Alcoholic beverages
- Personal phone calls
- Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
- Personal expenses (i.e. laundry, valet, haircuts)
- Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
- Auto repairs, maintenance and insurance costs for personal vehicles
- Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.
- If APS adopts different rates for its employees, the adopted rates shall prevail.

12. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:
a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or

b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of the subcontract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

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

14. ARLINGTON PUBLIC SCHOOLS PURCHASE ORDER REQUIREMENT*
Purchases by Arlington Public Schools are authorized only if a Purchase Order is issued in advance of the transaction. Contractors providing goods or services without a signed Purchase Order, do so at their own risk, and will not be reimbursed for any goods or services provided prior to the date of the signed Purchase Order. Arlington Public Schools will not be liable for payment of any purchases made by its employees without appropriate purchase authorization issued by Arlington Public Schools Purchasing Agent.

15. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL AND SUBCONTRACTORS
The key personnel and sub-contractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor’s qualifications. The Contractor may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

16. PROJECT STAFF
APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Project by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

17. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the work persons reasonably proficient in the work assigned.
18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED*
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 state law related 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, will state that such 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. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontract or vendor.

19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED*
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR*
During the performance of the work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of 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; (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 section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the APS Purchasing Resolution, the employees of which Contractor 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.

21. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect (“Cure Period”). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise
barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter. No Termination Costs shall be payable to Contractor until APS has determined all costs related to or arising from Contractor’s default, including but not limited to costs of delay, re-procurement, correction and completion. If such costs to APS are less than the Termination Costs, the difference will be paid to Contractor by APS. If such costs to APS exceed the Termination Costs, Contractor shall pay the difference to APS within thirty (30) days following issuance by APS of the statement of the amount due.

Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all reasonable attorney fees and costs, including but not limited to normal and customary costs of litigation and witness fees incurred by APS to enforce any provision of this Contract.

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

In the event any termination for cause, default, or breach shall be found to have been without sufficient justification or otherwise improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

22. **TERMINATION FOR THE CONVENIENCE OF ARLINGTON PUBLIC SCHOOLS**

The performance of Work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS’ best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other direct costs established by the Contractor as having been caused by the termination, but no amount shall be allowed for anticipatory profits.

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

23. **INDEMNIFICATION** (NOTE: Virginia law does not permit a public body to contract for the indemnification of others; cross indemnity provisions are not acceptable)

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its elected and appointed officials, officers, current and former employees, agents, Offices, agencies, boards, and commissions (collectively "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including costs of litigation as defined above and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its Work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.
If any action or proceeding relating to the indemnification required by this Section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor’s expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney’s fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor’s responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor’s insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

24. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, Offices, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including costs as defined above and attorney’s fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable costs as defined above and attorney’s fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

25. **COPYRIGHT**

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as APS may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor’s remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

26. **OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS’ data or inputs.
The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

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

28. DATA SECURITY
The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS’s Non-Disclosure and Data Security Agreement (NDA), “APS Information” (also referred to as “APS Data” or “data”) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

(a) APS’ Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Appendix hereto) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
(b) **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

(c) **Data Protection.** The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

(d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.

(e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.

(f) **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.

(g) **Notification of Security Incidents.** The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.

(h) **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plans.

29. **ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.
30. ARLINGTON PUBLIC SCHOOLS EMPLOYEES*
No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

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

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

32. AUTHORITY TO TRANSACT BUSINESS*
The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the initial Term and any Renewal Contract Term(s). A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

33. RELATION TO ARLINGTON PUBLIC SCHOOLS*
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers’ compensation, normally provided by APS for its employees.

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

35. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

• All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
• Report cover or binder shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
• The use of plastic covers or dividers should be avoided; and
• Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.
36. **AUDIT**
   The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

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

38. **AMENDMENTS**
   This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS.

39. **ARLINGTON PUBLIC SCHOOLS PURCHASING RESOLUTION AND ARLINGTON PUBLIC SCHOOLS POLICIES**
   Notwithstanding any provision to the contrary herein, no provision of the Arlington Public Schools Purchasing Resolution or any applicable APS policy is waived in whole or in part.

40. **DISPUTE RESOLUTION**
   All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in accordance with the Arlington Public Schools Purchasing Resolution.

A copy of the Arlington Public Schools Purchasing Resolution is available upon request from the Office of the Purchasing Agent.

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

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

43. **NONEXCLUSIVITY OF REMEDIES**
   All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

44. **NO WAIVER**
   The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

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

46. **NO WAIVER OF SOVEREIGN IMMUNITY**
   Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.
47. **SURVIVAL OF TERMS**
   It is the intent of the parties that any provision of the Contract Documents which by its content is intended to survive the expiration or termination of this Contract, whether or not specifically so stated. Without in any way limiting the foregoing, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO ARLINGTON PUBLIC SCHOOLS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

48. **HEADINGS**
   The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

49. **AMBIGUITIES**
   Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

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

   **TO THE CONTRACTOR: (TO BE COMPLETED ON CONTRACT AWARD)**

   TO ARLINGTON PUBLIC SCHOOLS PROJECT MANAGER:

   Ajibola Robinson
   Project Manager
   Arlington Public Schools
   Design & Construction Services
   2770 South Taylor Street
   Arlington, VA 22206

   APS Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section (Contractor shall request address from Project Officer);

   AND TO:

   Ellen H. Wills, CPPB, VCO
   Assistant Director,
   Purchasing Office
   Finance & Management Services
   Arlington Public Schools
   1426 N. Quincy Street,
   Arlington, Virginia  22207

51. **NON-DISCRIMINATION NOTICE**
   APS does not discriminate against faith-based organizations.

52. **INSURANCE REQUIREMENTS**
   The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverages below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverage’s must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of “A-“or better and a financial size of “Class VII” or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:
a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. APS will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Professional Liability and/or/Miscellaneous Errors and Omissions - The Contractor shall carry Professional Liability/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the contract, in the amount of $1,000,000.

c. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

d. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

e. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insureds under all coverages except Workers' Compensation, Errors and Omissions, and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract:
   "APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools"

f. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract’s number and title.

i. Intellectual Property Infringement Insurance.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers’ Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.
No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may NOT satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required.

53. ACCESSIBILITY OF WEB SITE*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS’ presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Office of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: http://www.ada.gov/websites2.htm.

54. ARLINGTON COUNTY BUSINESS LICENSE

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

55. SUBCONTRACTS

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

56. CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

56.1 As a condition of awarding a contract for the provision of Work that requires the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the Arlington School Board shall require the Contractor to provide certification that all persons who will provide such services have not (i) been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child; (ii), as more particularly set forth in Va. Code Ann. Section 18.2-370.4 no person shall perform any part of the Work on the property of an existing elementary or secondary school who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding; and (iii) as more particularly set forth in Va. Code Ann. Section 18.2-370.5, no person shall perform any part of the Work on the property of an existing elementary or secondary school during school hours or during school-related or school sponsored activities who has been convicted of a sexually violent offense. The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit Appendix A provided below).
56.2 The Contractor shall also certify for its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor upon demand from APS shall provide all information which allowed for the certification.

56.3 The Contractor shall submit to the Owner a completed Contractor Certification Regarding Criminal Convictions on the form provided by the Owner (Appendix A).
VII. APPENDIX A: CONTRACTOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and

2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and

3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

___________________________________  ________________________
Name of Firm  Signature

___________________________________  ________________________
Address of Firm  Name and Title (please type or print)

___________________________________  ________________________
Telephone  Date
VIII. APPENDIX B

NON-DISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of _____________________________ (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter “information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the “Project” or “APS Contract” as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as “information” or “APS information”).

In addition to the DATA SECURITY obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to APS information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as “information” or “APS information”).

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor’s work site or the APS’ physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the APS Contract, APS policy, Contractor’s security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the APS to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.
Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the APS Contract.

It is the intent of this Non-Disclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Non-Disclosure and Data Security Agreement conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all APS information to the APS Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the APS Contract.

Authorized Signature: __________________________________________

Printed Name and Title: __________________________________________

Date: __________________________
IX. **APPENDIX C: CONFLICT OF INTEREST STATEMENT**

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington Public Schools in response to its Request for Proposal #05FY18, and on behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent corporation or subsidiary has, within the past five (5) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by the Arlington Public Schools as a result of this solicitation.

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

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

FIRM NAME (Offeror): ________________________________

SIGNED BY: ________________________________ DATE:

NAME/TITLE: ________________________________

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA/STATE OF ____________) CITY/COUNTY OF ____________ to wit:

________________________________________
(Seal)

Notary registration number: ________________________________
My commission expires: ________________________________20____

personally appeared before me this ____ day of _____2017, the undersigned a Notary Public in and for the State and County of aforesaid, ________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

________________________________________

(Seal)

Notary registration number: ________________________________
My commission expires: ________________________________20____
## X. **APPENDIX D: INSURANCE CHECKLIST**

Certificate of Insurance must show all coverage and endorsements indicated by "X"

<table>
<thead>
<tr>
<th>COVERAGE REQUIRED</th>
<th>LIMITS (FIGURES DENOTE MINIMUMS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 1 Workers' Compensation</td>
<td>Statutory limits of Virginia</td>
</tr>
<tr>
<td>X 2 Employer's Liability</td>
<td>$100,000 accident, $100,000 disease, $500,000 disease policy limit</td>
</tr>
<tr>
<td>X 3 Commercial General Liability (CGL)</td>
<td>$1,000,000 CSL BI/PD each occurrence, $2 Million annual aggregate</td>
</tr>
<tr>
<td>X 4 Premises/Operations</td>
<td>$500,000 CSL BI/PD each occurrence Million annual aggregate</td>
</tr>
<tr>
<td>X 5 Automobile Liability</td>
<td>$1 Million BI/PD each accident, Uninsured Motorist</td>
</tr>
<tr>
<td>X 6 Owned/Hired/Non-Owned Vehicles</td>
<td>$1 Million BI/PD each accident, Uninsured Motorian</td>
</tr>
<tr>
<td>X 7 Independent Contractors</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>X 8 Products Liability</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>X 9 Completed Operations</td>
<td>$500,000 CSL BI/PD each occurrence, $1 Million annual aggregate</td>
</tr>
<tr>
<td>X 10 Contractual Liability (Must be shown</td>
<td>$500,000 CSL BI/PD each occurrence</td>
</tr>
<tr>
<td>on Certificate)</td>
<td></td>
</tr>
<tr>
<td>X 11 Personal and Advertising Injury</td>
<td>$1 Million ea. offense, $1 Million annual aggregate</td>
</tr>
<tr>
<td>X 12 Umbrella Liability</td>
<td>$1 Million Bodily Injury, Property Damage and Personal Injury</td>
</tr>
<tr>
<td>X 13 Per Project Aggregate</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td>X 14 Professional Liability</td>
<td></td>
</tr>
<tr>
<td>X 15 Miscellaneous E&amp;O</td>
<td>$1 Million per occurrence/claim</td>
</tr>
<tr>
<td>X 16 Motor Carrier Act End. (MCS-90)</td>
<td>$1 Million BI/PD each accident, Uninsured Motorian</td>
</tr>
<tr>
<td>X 17 Motor Cargo Insurance</td>
<td></td>
</tr>
<tr>
<td>X 18 Garage Liability</td>
<td>$1 Million Bodily Injury, Property Damage per occurrence</td>
</tr>
<tr>
<td>X 19 Garage keepers Liability</td>
<td>$500,000 Comprehensive, $500,000 Collision</td>
</tr>
<tr>
<td>X 20 Inland Marine-Baillie’s Insurance</td>
<td>$</td>
</tr>
<tr>
<td>X 21 Moving and Rigging Floater</td>
<td>Endorsement to CGL</td>
</tr>
<tr>
<td>X 22 Dishonesty Bond</td>
<td>$</td>
</tr>
<tr>
<td>X 23 Builder's Risk</td>
<td>Provide Coverage in the full amount of Contract</td>
</tr>
<tr>
<td>X 24 XCU Coverage</td>
<td>Endorsement to CGL</td>
</tr>
<tr>
<td>X 25 USL&amp;H</td>
<td>Federal Statutory Limits</td>
</tr>
<tr>
<td>X 26 Carrier Rating shall be Best's Rating</td>
<td></td>
</tr>
<tr>
<td>X 27 Notice of Cancellation, nonrenewal or</td>
<td></td>
</tr>
<tr>
<td>material change in coverage shall be</td>
<td></td>
</tr>
<tr>
<td>provided to APS at least 30 days prior to</td>
<td></td>
</tr>
<tr>
<td>action</td>
<td></td>
</tr>
<tr>
<td>X 28 APS shall be an Additional Insured on</td>
<td></td>
</tr>
<tr>
<td>all policies except Workers Compensation,</td>
<td></td>
</tr>
<tr>
<td>Professional Liability, and Automobile</td>
<td></td>
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<tr>
<td>Liability</td>
<td></td>
</tr>
<tr>
<td>X 29 Certificate of Insurance shall show</td>
<td></td>
</tr>
<tr>
<td>Solicitation Number and Title</td>
<td></td>
</tr>
<tr>
<td>X 30 Intellectual Property Infringement</td>
<td></td>
</tr>
</tbody>
</table>

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**INSURANCE AGENT'S STATEMENT:**
I have reviewed the above requirements with the Offeror named below and have advised the Offeror of required coverages not provided through this agency.

**AGENCY NAME:** ___________________________ **AUTH. SIGNATURE:** ___________________________

**OFFEROR'S STATEMENT:**
If awarded the Contract, I will comply with contract insurance requirements.

**OFFEROR NAME:** ___________________________ **AUTH. SIGNATURE:** ___________________________

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Page 40 of 47
XI. APPENDIX E: SAMPLE FORM CONTRACT

CONTRACT #05FY18
COVER PAGE

Arlington Public Schools
Purchasing Office

RFP TITLE: ORACLE UNIFIER : LICENSES; MIGRATION; IMPLEMENTATION AND TRAINING

This Contract is entered into this___________ day of ______________________, 2017; by and between _____________, hereinafter called “Contractor” and Arlington Public Schools hereinafter called “APS”; and shall terminate in sixty (60) months. This duration shall be referred to as the “Contract Term.” APS reserves the right, in its sole discretion, to renew the Contract for an additional five (5) year term. This option to renew may be exercised by APS up to but not more than for one (1) additional five (5) year terms (“Renewal Contract Term”).

APS and the Contractor, having given adequate consideration, agree that the Contractor will perform all services within the services for Oracle Unifier: Licenses, Migration Implementation and Training (hereinafter “the Work”), in accordance with the Contract; which shall consist of:

CONTRACT DOCUMENTS: This Contract shall consist of the following, all of which are incorporated into and are a part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Addendum or Modification having precedence over preceding provisions:

1. The Contract
2. Agreement #05FY18, and all modifications properly incorporated into the Agreement
3. Appendix A – Scope of Services
4. Appendix B – General Terms and Conditions
5. Appendix C – Non Disclosure and Data Security Agreement (Contractor)
6. Appendix D – Contractor Certification Regarding Criminal Convictions
7. Appendix E – Fee Worksheet Summary and Fee Schedule; and,
8. Appendix F – Certificate of Insurance

The following are incorporated by reference:

9. The Request for Proposal (RFP) documents;
10. The Proposal;
11. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail.
12. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

The Work shall be performed in accordance with the above-referenced contract documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and
acceptance of this Contract.

ARLINGTON PUBLIC SCHOOLS

By: ________________________________ (SEAL)
David J. Webb, C.P.M.
Director/Purchasing Agent

_______________________________

Type of Business (Corporation, Partnership,
Sole Proprietor)

_______________________________

State of Organization/Incorporation

By: ________________________________ (SEAL)
Signature

_______________________________

Typed or Printed Name

_______________________________

Title

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK).
II. APPENDIX F

CRITICAL CORE BUSINESS PROCESSES

CORE Business required.

- Project Initiation & Management
  - Project Overview and Assignments
  - A/E selection
  - Project Type: Design bid build; Design build, Construction management as Risk, Construction management
  - Project Budgeting and estimating
  - Project Reporting
  - Project approval processes
- Design management
  - Design process management
  - Design review and revisions
  - Design quality control
  - Design Coordination
  - Drawings and specifications
- Construction management
  - Bidding; negotiation & Contract Award
  - Scheduling
  - Payment Requisitions
  - Risk Management
  - Project reporting (daily, weekly, monthly project overview reports)
  - Notices
  - RFI’s (Request for Information, submission review, approval & logs)
  - Change Management (PCO’s, COR, CO’s)
  - Meeting Minutes
  - Submittal (Submission, review and approval and logs)
  - Punch list management
  - O&M management
  - Mobile use on site BIM 360, or associated Unifier compatibly capability
  - Administrative procedures manual implementation (Not exclusive to Unifier)
- Post Constriction Management
  - As Built creation and coordination
  - Project close out & project storage
- Budgeting
- Procurement and Purchasing
- Contract initiation

Other Typical Project Processes

- BLPC / PRFC Process:
  - Initiation
  - Board approval
  - Meetings
  - Reporting
- Design Processes
  - Concept Design
  - Schematic Design
  - Design Development
  - Building Permit Submission
  - Final Design
  - Bid Documents
  - Construction Documents
- Use Permit processes
- Building permit processes
- Bidding and Award
- Construction
- Project Closeout and hand over
# CONTRACT MANAGER SOFTWARE

## CURRENT PROCESS' USED

<table>
<thead>
<tr>
<th>MODULE</th>
<th>SUBMODULE</th>
<th>USERS</th>
<th>ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMAIL FUNCTION</td>
<td>ALL</td>
<td>All documents are issued via email.</td>
<td></td>
</tr>
<tr>
<td>DASHBOARD</td>
<td>ALL</td>
<td>INBOX / EMAIL REMINDERS</td>
<td></td>
</tr>
<tr>
<td>ADVANCED PRINT TEMPLATES</td>
<td>ALL</td>
<td>Print reports/logs for all meetings and issue for record on a weekly basis</td>
<td></td>
</tr>
<tr>
<td>WEB PAGE INTERFACE</td>
<td>ALL</td>
<td>Customize layout</td>
<td></td>
</tr>
</tbody>
</table>

**PROJECT INFORMATION**

| ISSUES | CM | Link together documents related to a particular issue |

**COMMUNICATION**

| TRANSMITTALS | CM, ARCH, GC | Serves to status submittals. (see submittal pkg. submodule): |
| RFI | ARCH, GC | Create/edit/delete. |
| LETTERS | CM, ARCH, GC | All correspondence is to be done in Expedition. |
| MEETING MINUTES | CM, ARCH | All project meeting minutes, design & construction. |

**CONTRACT INFORMATION**

| PAYMENT REQUISITION | GC | Enter schedule of values. |
| CHANGE MANAGEMENT - PCO | GC | GC initiates PCO by creating a CM document. Once in the CM document, go to Commitment tab and click on "ADD". Click on Quoted (PCO), which will access the PCO document. Fill in the PCO fields, ADD lump sum, and attach any backup |

**LOGS**

| SUBMITTAL PACKAGES | ARCH, GC | GC to create submittal log in the packages submodule. |

**DAILY REPORTS**

| CM, GC | Create/edit/delete. |
ATTACHMENT A: PRICING SCHEDULE FOR THE CONTRACT (RFP #05FY18)

FEE SCHEDULE FOR THE CONTRACT

Name:__________________________________________________________
Address:________________________________________________________
Phone:__________________________________________________________
Facsimile:_______________________________________________________

Firm Fixed Price to Oracle Unifier; Licenses; Migration; Implementation and Training Arlington Public Schools to Oracle Primavera Unifier:

<table>
<thead>
<tr>
<th>Price</th>
<th>Initial Costs</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 Hosted Named Users</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Additional Users</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
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<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Implementation Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cloud Hosting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Database Storage 50GB</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Additional Database Storage 100GB</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Additional Database Storage 200GB</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Additional File Storage 250GB</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Additional File Storage 500GB</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Additional File Storage 1TB</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bulk Package cost: 50 hours of support to be used in a year</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Bulk Package Costs: 100 hours of support to be used in a year</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Unlimited Monthly support to be used</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
In Figures: $______________________________

In Writing: ____________________________________________________________________ Dollars

Note: All Expenses and Travel-Related Expenses are to be included in the Firm Fixed Price. Refer to Contract Terms and Conditions #11.

2.A. **PRICING OPTION 1. PRICING OF LICENSES FOR ADDITIONAL USERS:**

<table>
<thead>
<tr>
<th>Description</th>
<th># Licenses</th>
<th>Firm Fixed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full</td>
<td>10</td>
<td>$</td>
</tr>
<tr>
<td>Read Only</td>
<td>50</td>
<td>$</td>
</tr>
<tr>
<td>Read Only</td>
<td>100</td>
<td>$</td>
</tr>
</tbody>
</table>

APS shall exercise its option to purchase additional licenses by notifying the Contractor within twelve (12) months of contract award.

2.B. **PRICING OPTION 2. PRICING OF ADDITIONAL MODULES, FUTURE USE:**

(Include name and costs, if any, for modules that are part of your product suite, but will not be implemented per the scope of work, must include implementation, support and training costs.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Firm Fixed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle Primavera</td>
<td>$</td>
</tr>
</tbody>
</table>
APS shall exercise its option to purchase any additional licenses by notifying the Contractor within twelve (12) months of contract award.

3. **PRICING OF ADDITIONAL TASKS, IF NEEDED:**
(The Offeror is to provide the Titles, and Hourly Rates, of the Offeror’s Team who may be required to complete any additional tasks required by APS. The Hourly Rates will remain unchanged during the contract period)

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$____________</td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td>$____________</td>
</tr>
<tr>
<td>Solution Architect</td>
<td>$____________</td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$____________</td>
</tr>
<tr>
<td>Junior Consultant (Onsite/Offsite)</td>
<td>$____________</td>
</tr>
<tr>
<td>Technical Support via phone</td>
<td>$____________</td>
</tr>
</tbody>
</table>