



Notice of Addendum No.2

Date of Addendum No.2: February 13, 2023

Arlington Public Schools
Procurement Office

Request for Proposal 61FY23

Request for Proposal Title: Integrated Student Supports for Identified At-Risk Students

Request for Proposal Number: 61FY23

Request for Proposal Issue Date: January 26, 2023

Pre-Proposal Conference: February 2, 2023, (Refer to Request Title Page 2) at 1:30 P.M. (EST).

Proposal Due Date and Time: February 17, 2023, No Later Than 11:59 P.M. (EST)

Procurement Office Hamed Hameedi
Senior Procurement Specialist

Representative: (703) 228-7643, hamed.hameedi@apsva.us

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- **Modification to the RFP:** The Sample Form Agreement (Appendix E) for RFP 61FY23 is modified to include the Contract Term and Contract Price Adjustment through Addendum No.02. Modifications are highlighted in red for additions and ~~Black~~ for deletions.

FOR INFORMATION PURPOSES ONLY



Appendix E

Sample Form Agreement

Arlington Public Schools
Procurement Office
2110 Washington Blvd., Arlington, VA 22204 · Phone: (703) 228-7643 · Fax: (703) 841-0681
www.apsva.us

Agreement

Contract Title: Integrated Student Supports for Identified At-Risk Students

This Contract **61FY23** is made and entered into this ___ day of _____, 2023, the date the Agreement is fully executed by the Procurement Director/Procurement Agent, by and between Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) and _____ (“Contractor”), whose address is _____

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. Contract Term:

The initial term of this Contract shall commence on the date the Contract is fully executed by the Procurement Director/ Procurement Agent and expiring on June 30, 2024 (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents. Work under this Contract shall commence July 1, 2023.

This Contract may be renewed for a term not to exceed twelve (12) months (‘Renewal Contract Term’) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed four (4) additional one-year periods at the same terms and conditions.

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

2. Contract Price Adjustment:

2.1. The Contractor agrees that prices shall remain firm for the Initial Contract Term. If

consideration is to be given to adjusting the price after the Initial Contract Term or a Renewal Contract Term, the price may be adjusted only upon approval of a written request to the Procurement Agent. Upon receipt of the Contractor's request, APS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

- 2.2. The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 2.3. The request must be received at least thirty (30) days prior to the effective date of the expiration of the Initial Contract Term or Renewal Contract Term and shall become effective only upon approval by the Procurement Agent. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Procurement Agent may cancel, without liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

1.3 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 a qualified Contractor to provide and implement the Work. The Work is more fully described in Attachment 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, 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. The Contractor shall be responsible for providing the Work.

2.4 Contract Price:

APS will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

3.5 Contract Amount:

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule. The firm fixed price shall include all of the Contractor's fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

4.6 Contract Documents

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. 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. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #61FY23 and all modifications properly incorporated into the Agreement.
- 2 Attachment A – Scope of Work
- 3 Attachment B – Pricing Schedule
- 4 Attachment C – Contractor Certification Regarding Criminal Convictions
- 5 Attachment D – Non-Disclosure and Data Security Agreements
- 6 Attachment E – Student Data Usage and Privacy Agreement
- 7 Attachment F – Contract Terms and Conditions
- 8 Attachment G – Certificate(s) of Insurance

The following are incorporated by reference:

- 9 The Request for Proposal (RFP) documents, and
- 10 The Proposal Response from the Contractor

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

The Contract Documents set forth the entire Contract 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 Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the “Contract.”

5.7 Definitions

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

6.8 Right to Terminate Contract

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

7.9 Payment Procedures:

Payment is on a deliverable basis. Contractor will be paid upon Acceptance of the applicable Deliverables upon its submission of a complete invoice satisfactory to the Project Officer that meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the Purchase Order shall appear on all invoices.

8.10 Assignments

This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

9.11 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, or emailed addressed as follows:

To the Contractor:

To APS:

Darrell Sampson, EdD, MA, LPC, NCC
Executive Director, Office of Student Services
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
darrell.sampson@apsva.us

And

David J. Webb, C.P.M.
Procurement Director / Procurement Agent
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
david.webb@apsva.us

10 .12 Binding Agreement

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

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.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

Acceptance:

Arlington Public Schools

Name of Contractor

Authorized Signature: _____

Authorized Signature: _____

Printed Name David J. Webb, C.P.M.

Printed Name: _____

Title: Director/Procurement Agent

Title: _____

Date: _____

Date: _____

Addendum No.2 must be signed, dated, and submitted via the secure cloud-based file sharing platform specified in the RFP prior to the Proposal Due Date and Time stated above OR acknowledgment of receipt of this Addendum may be noted on the Request for Proposal- Title Page Two.

Name of Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Issued By:

Hamed Hameedi
Senior Procurement Specialist
Direct Telephone: (703) 228-7643
Email: hamed.hameedi@apsva.us