



**Request for Proposal - Title Page One**

---

**Arlington Public Schools  
Procurement Office**

---

**Request for Proposal 10FY21**

<b>Request for Proposal Title:</b>	<b>Sheltered Instruction Professional Learning Services</b>
<b>Request for Proposal Number:</b>	<b>10FY21</b>
<b>Request for Proposal Issue Date:</b>	<b>October 19, 2020</b>
<b>Pre-Proposal Conference:</b>	<b>October 22, 2020 (Refer to Request Title Page 2)</b>
<b>Proposal Due Date and Time:</b>	<b>November 9, 2020, No Later Than 11:59 P.M. (EST)</b>
<b>Procurement Office Representative:</b>	<b>Joshua A. Makely, CPPO, CPPB Assistant Director of Procurement (703) 228-6126,</b>

---

This is Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) Request for Proposal (RFP) #10FY21 for the establishment of a Contract for Sheltered Instruction Professional Learning Services (“Work”). Sealed Proposals **shall not** be received in response to the RFP at the Syphax Education Center by mail, express mail, in person, or by courier, but will do so instead electronically through a secure cloud-based file sharing platform (“Platform”).

Offerors wishing to submit a Proposal in response to the RFP are required to upload the Proposal Requirements found in Section IV into the Platform through the link found on the Current Solicitations webpage under the Procurement Office website. A link to the webpage is provided below. Found under the Due Date column for RFP 10FY21 of the Current Solicitations table is a link for Offerors to submit its Proposal. (“Link to submit Proposal – RFP 10FY21”). To assist Offerors with its Proposal submission, screenshots of the steps required to submit a Proposal are attached as Appendix 1 to this RFP.

For a Proposal to be considered for award of a Contract the Proposal must be received in the Platform by no later than 11:59 p. m. on Friday, November 9, 2020 (“Proposal Due Date”). Offerors are strongly encouraged to submit their Proposals in advance of Proposal Due Date to allow sufficient time for the Proposals to be uploaded into the Platform before the Proposal Due Date. The time a Proposal is received shall be determined by the time shown under the Activity in the Folder log (“the Log”). If the upload time shown in the Log is after Proposal Due Date the Proposal will be considered non-responsive and will not be considered for Contract award. **Proposals received after the Proposal Due Date shall not be considered.**

## **Request for Proposal - Title Page Two**

For further information please contact Joshua Makely at [joshua.makely@apsva.us](mailto:joshua.makely@apsva.us) or at (703) 228-6126.

Link to the Current Solicitations webpage: <https://www.apsva.us/procurement-office/current-solicitations/>

### **Pre-Proposal Conference:**

A non-mandatory pre-Proposal conference (“Conference”) will be held for this RFP on Thursday, October 22, 2020, at 3:00 P.M. (EDT). The Conference will take place virtually, to discuss the Work and answer general questions. Attendance at the Conference is encouraged. Offerors seeking to attend the Conference can access the Conference via a link in the Current Solicitations table on the Procurement Office website.

Minutes of the Conference, including but not limited to questions and answers presented at the Conference, will be issued in writing by the Procurement Office as an Information Item and distributed in the same manner as an Addenda, as set forth below

### **Questions:**

All questions regarding this RFP, other than those submitted at the Conference, must be submitted in writing via email addressed to: Joshua Makely, Assistant Director of Procurement, [joshua.makely@apsva.us](mailto:joshua.makely@apsva.us) and Amy Sherman, APS Project Manager, via email: [amy.sherman@apsva.us](mailto:amy.sherman@apsva.us) and **must be received by 5:00 PM (EDT) on October 26, 2020**. The Procurement Office will issue written responses to questions received as an Information Item, in the same manner as an Addenda, as set forth below.

**Refer to Section III, Instructions to Offerors, for additional instructions and requirements.**

### **Addenda:**

Changes to this RFP will be made only by written Addenda issued by the Procurement Office and designated as “Addendum No. \_\_\_\_.” No other form of communication shall modify this RFP.

Addenda will be posted on <https://www.apsva.us/Procurement-office/current-solicitations> (“APS website”) and on the Commonwealth of Virginia’s on-line e-procurement system, at [www.eva.virginia.gov](http://www.eva.virginia.gov) (“eVA”).

Offerors shall ascertain prior to submitting a Proposal that all Addenda issued have been received and shall acknowledge receipt and inclusion of all Addenda by marking here, or by including a signed copy of all Addenda with the Proposal:

Addendum #. \_\_\_\_ Date: \_\_\_\_\_ Addendum #. \_\_\_\_ Date: \_\_\_\_\_  
Addendum #. \_\_\_\_ Date: \_\_\_\_\_

### **Information Items:**

Questions received timely in response to this RFP, including those at the Conference, will be answered by written Information Items issued by the Procurement Office. This RFP shall not be modified by an Information Item.

Information Items will be posted on the APS website, and on eVA.

## **Request for Proposal Title Page Three**

**Trade Secrets or Proprietary Information:**

Each Offeror 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 response at Tab 5. See Section IV. Proposal Requirements, D., Submission of 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 #5
- ( ) No, My Proposal does not contain information deemed to be proprietary or a trade secret.

**Acceptance of Work:**

By submitting a Proposal, Offeror confirms that it can deliver all of the Work contained in the RFP.

**State Corporation Commission (SCC) Identification Number: Mandatory Requirement:**

Under subsection C.8. of Section III, Instructions to Offerors, subsection 35 of Section VI., Contract Terms and Conditions, and the Virginia Public Procurement Act (VPPA), Va. Code § 2.2-4311.2, the Offeror 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 or as otherwise by law. 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](http://www.scc.virginia.gov)) or the Clerk’s office at 1-804-371-9733.

Please 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. \_\_\_ Certain limited business activities, however, are specifically excluded from the definition of "transacting business" The Offeror does not have an identification 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 exclusion(s). Exclusion(s) can be found at <https://www.scc.virginia.gov/clk/befaq/forinva.aspx#a2>.

***Please attach additional sheets to explain in further detail why such Offeror is not required to be authorized to transact business in Virginia in accordance with option 3 above. Proposals that fail to submit supporting details regarding option 3 above may be considered non-responsive by APS.***

**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 \_\_\_

**Request for Proposal - Title Page Four**

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 \_\_\_\_\_
- Employment Service Organization:** Yes \_\_\_\_\_ No \_\_\_\_\_
- None of the Above:** Yes \_\_\_\_\_

**Ethics in Public Contracting/Certification of Non-Disclosure:**

Any Contract awarded as a result of this RFP will incorporate by reference Article 9 of the APS Procurement Resolution (Procurement 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.

**Group Selection:**

Check the box for the Group of Category(ies) for which the Proposal is submitted. Check only one (1) Group from the three (3) choices below.		
<b>Group 1</b>	Category A – <u>In-Person Sheltered Instruction Training</u>	<input type="checkbox"/>
<b>Group 2</b>	Category B – <u>Sheltered Instruction Online Training</u>	<input type="checkbox"/>
<b>Group 3</b>	Category A – <u>In-Person Sheltered Instruction Training &amp; Category B – Sheltered Instruction Online Training</u>	<input type="checkbox"/>
Check the box for Group 4 below if the Proposal encompasses the work for Category C as it relates to the Group Selection designated above. Offerors may not select Group 4 – Category C alone.		
<b><u>Option</u> Group 4</b>	Category C – <u>School-based Support and Coaching</u>	<input type="checkbox"/>

## **Request for Proposal - Title Page Five**

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the Work 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 the Offeror 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 to be performed as a result of this RFP and any resulting Contract with APS.

### **This Proposal is Submitted By:**

Full Legal Name of Offeror: (to be used for Award): \_\_\_\_\_

Mailing Address:

Remittance Address (If Different):

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

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

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

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

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Tax Identification (FIN/SSN#): \_\_\_\_\_

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

Typed/Printed Name: \_\_\_\_\_  
\_\_\_\_\_

Signature:

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

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

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

***Include Pages 1 - 5 of this RFP as the first 5 Pages of the Proposal Response Under Tab 1***

## Table of Contents

Request for Proposal Title Pages .....	1-5
Table of Contents .....	6
I. Introduction to RFP 10FY21 .....	8
A. Background .....	8
B. General Information.....	8
II. Scope of Work.....	9
III. Instructions to Offerors .....	12
A. Information Requests .....	12
B. Tentative Schedule for RFP #10FY21 .....	12
C. Additional Information.....	12
D. Minimum Qualifications / Mandatory Requirements .....	16
IV. Proposal Requirements.....	17
A. General Requirements.....	17
B. Unnecessarily Elaborate Responses.....	17
C. Use of Information and Documents.....	18
D. Submission of Proprietary Information.....	18
E. Format and Content .....	18
V. Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria.....	20
A. Proposal Evaluation Process and Method of Contract Award.....	20
B. Proposal Evaluation Criteria.....	21
VI. Contract Terms and Conditions .....	23
VII. Appendix A. Contractor Certification Regarding Criminal Conviction .....	37
VIII. Appendix B. Conflict of Interest Statement.....	38
IX. Appendix C. Insurance Checklist.....	39
X. Appendix D. Sample Form Agreement.....	41

XI.	Appendix E. Fee Schedule.....	45
XII.	Appendix F. Screenshots of the Steps Required to Submit a Proposal .....	47

## I. Introduction to RFP 10FY21

### A. Background

Arlington Public Schools (APS) consists of twenty-three (23) elementary schools, six (6) middle schools and four (4) high schools. An alternative 6-12 secondary program is available as well as a high school continuation program and a special education center serving persons aged two (2) through twenty-two (22). APS has the following Departments responsible for overseeing its operations: Administrative Services, School & Community Relations, Facilities and Operations, Finance and Management Services, Information Services, Teaching and Learning and Human Resources. APS employs more than four thousand, two hundred (4,200) employees and serves approximately twenty-eight thousand (28,000) Pre-K to 12 students and over six thousand (6,000) adult education students. Additional information about APS can be found at [www.apsva.us](http://www.apsva.us).

### B. General Information:

APS is required to provide approximately seven hundred (700) secondary core content teachers of English Learners (ELs) who lack an English as a Second Language (ESL) ESL-certification with adequate training (hereafter “professional learning) on effective strategies for sheltering content for ELs and promoting their English language development in all four (4) language domains. APS is to provide each teacher with at least thirty (30) hours of professional learning on effective sheltering strategies over the course of three (3) years, effective July 1, 2019 through June 30, 2022 (Y1, Y2, and Y3 respectively), and at least five (5) hours of onsite application during each of those years (including three (3) hours of in-classroom support) on using those strategies (e.g., coaching from the trainer or an EL Specialist, professional learning communities, grade-level meetings, and/or subject-level meetings focused on planning and discussing content lessons using those strategies, peer observations of exemplary sheltered instruction). APS is not able to provide specific information on the dates the professional learning will be delivered, or the number of teachers the professional learning will be delivered to, during Y2 and Y3. Such factors will be heavily determined on APS’ professional learning dates and staffing in Y2 and Y3.

APS has been delivering professional learning to its teacher during Y1, in the form of *in-person* sheltered instruction training (Category A). Moving forward, for Y2 and Y3, professional learning will be provided to APS staff members through a combination of opportunities, including online sheltered instruction training (Category B) and those offered by APS’ Office of English Learners and contractor(s) hired by APS. The intent of this RFP is to award a minimum of one (1), and a maximum of two (2) Contracts, where necessary, to qualified Offerors deemed best suited to provide the professional learning during Y2 and Y3. For any resulting Contract(s), APS will have the option of renewing the Contract(s) for an additional two (2) years (Y4 and Y5).

A component of APS’ professional learning requirements to include school-based support and coaching, Category C—School-Based Support and Coaching—is included as an option under Group 4 for Offerors to include in their Proposals. An Offeror’s inclusion of Category C (“Group 4”) in its Proposal will not necessarily guarantee and/or require that it must deliver the Work proposed under Group 4 if APS awards that Offeror the Contract to deliver the Work it has proposed under Groups 1, 2, or 3. Rather, APS, at its sole discretion, shall decide within a period not to exceed twelve (12) months from the date any resulting Contract(s) is signed by the Procurement Agent, whether APS will exercise the option for the Offeror to deliver the Work it has included under Group 4 in its Proposal (i.e., APS retains the option to exercise having the Contractor(s) perform Group 4 of the Scope of Work, at the prices agreed upon in the Contract(s) Pricing Schedule(s)).

APS’ award of a Contract or Contracts will primarily be determined upon APS’ evaluation of an Offeror’s Proposal with respect to Groups 1, 2 or 3 (i.e., Categories A and B). While an award will not be contingent on APS’ evaluation of an Offeror’s selection of Group 4 as part of its Proposal, an Offeror’s inclusion of Group 4 will influence a Proposal’s score in each of the three evaluation stages for up to five (5) percentage points. This evaluation of an Offeror’s Group 4 will inform APS’ determination on whether it will ultimately exercise its option for a Contractor to deliver the Work it included in Group 4 of its Proposal. Accordingly, an Offeror’s proposed Group 4, will be evaluated in accordance with the Proposal Evaluation Criteria.



## II. Scope of Work

Arlington Public Schools (APS) is soliciting Proposals from qualified Offerors for the provision of Sheltered Instruction Professional Learning Services (the “Work”) for its approximately seven hundred (700) secondary core content teachers of English Learners (ELs). The Office of English Learners, located at the Syphax Education Center at Sequoia Plaza, 2110 Washington Blvd., Arlington, Virginia 22204, is the lead group in utilizing and deploying these services. The Contractor(s) shall be responsible for providing the Work.

**An Offeror may submit a Proposal based upon its selection of a Group(s) of Category(ies) shown in the table on Title Page Four. The Contractor will be responsible for providing all of the services for each Category(ies) of the Group(s) for its Proposal.** APS prefers training that combines in-person or interactive components (Category A) and online learning (Category B) with school-based support and coaching (Category C).

### A. Category A - In-Person Sheltered Instruction Training:

Provide professional learning sessions for APS’ secondary core content teachers of ELs on effective strategies for sheltering content for ELs and promoting their English language development in all four language domains. The four language domains as referenced herein refers to listening, speaking, reading, and writing. The professional learning will give teachers practical instructional strategies appropriate for planning, delivering, and adapting content for ELs within the context of standards-based lesson planning, instruction, and assessment and sufficient opportunities for modeling, practicing, and receiving feedback regarding such strategies. The professional learning should provide such teachers with the information they need to implement sheltered content instruction in their classes and for coaches, specialists, and administrators to provide support with implementation. Offerors should exhibit flexibility and should be willing to modify existing professional learning for the needs of APS. A specific facilitator may be required and should be provided for the requested assignment, if available. The preferred topics for in-person sheltered instruction professional learning sessions are listed below.

1. Identifying and writing clear content and language objectives
2. Planning and implementing sheltered lessons that integrate content and language
3. Culturally responsive teaching
4. Building and activating background knowledge
5. Selecting and teaching academic vocabulary
6. Making input comprehensible
7. Scaffolding instruction and using adapted and supplemental materials
8. Differentiating instruction for ELs at varying English proficiency levels
9. Promoting student interaction and academic discourse
10. Grouping students and using cooperative learning techniques
11. Applying metacognitive, cognitive, and language learning strategies
12. Teaching content to newcomers and/or Students with Limited Interrupted Formal Education (SLIFE) students
13. Teaching content to long-term ELs
14. Reading and writing for the secondary content areas
15. Assessing and providing feedback to ELs
16. Using EL-specific accommodations on assessments
17. Primary language support
18. Second language acquisition
19. Basic literacy to newcomers/SLIFE
20. Language difference versus learning disability/Response to Intervention (RTI)
21. Linguistics knowledge
22. Using ELs’ assessment data to plan for instruction

- a) In-Person Sheltered Instruction Series:
  - i) SIOP I or equivalent introductory level sheltered instruction training for up to 30 teachers (approximately 20 hours, in increments of 3.5 or 7 hours per day)
  - ii) SIOP II or similar intermediate level sheltered instruction training for up to 30 teachers (approximately 20 hours, in increments of 3.5 or 7 hours per day)
  - iii) School-based SIOP I or similar introductory sheltered instruction training for up to 80 teachers (approximately 20 hours, in increments of 2, 3.5, or 7 hours per day)
  - iv) School-based SIOP II or similar intermediate level sheltered instruction training for up to 80 teachers (approximately 20 hours, in increments of 2, 3.5, or 7 hours per day)
- b) In-Person Sheltered Instruction Workshops: Professional learning about sheltered content instruction that focuses on one of the preferred topics and lasts between 1 and 3 hours per day.

**B. Category B - Sheltered Instruction Online Training:**

Provide online professional learning for APS’ secondary core content teachers of ELs on effective strategies for sheltering content for ELs and promoting their English language development in all four language domains. The four language domains as referenced herein refers to listening, speaking, reading, and writing. The professional learning will give teachers practical instructional strategies appropriate for planning, delivering, and adapting content for ELs within the context of standards-based lesson planning, instruction, and assessment. The professional learning should provide sufficient opportunities for modeling, practicing, and receiving feedback on such strategies and should incorporate some facilitation and/or interactive components. These professional learning opportunities should provide APS teachers with the information they need to implement sheltered content instruction in their classes and for coaches, specialists, and administrators to provide support with implementation. Such opportunities must include a minimum of two (2) of the preferred topics for in-person sheltered instruction professional learning sessions listed above for Category A. A specific facilitator may be required and should be provided for the requested assignment, if available. Offerors proposing synchronous online training are required to provide the online training in either 3.5 or 7 hour sessions. Offerors proposing asynchronous online training may propose any length of time for the asynchronous online training. Offerors should exhibit flexibility and should be willing to modify existing training to accommodate the needs of APS.

**C. Category C - School-Based Support and Coaching:**

If an Offeror selects Category C as an option in its Proposal, APS reserves the right to include Category C as a component in the award of any resulting Contract(s). The decision to include Category C in any resulting Contract(s) will be based on the evaluation of Category C in accordance with the Proposal Evaluation Criteria contained in the RFP. APS, at its sole discretion, shall decide within a period not to exceed twelve (12) months from the date any resulting Contract(s) is signed by the Procurement Agent, whether to exercise the option for a Contractor to deliver the Work for Category C at the prices agreed upon in the Contract(s) Pricing Schedule(s).

The Contractor shall provide personalized coaching for participating teachers at their schools focusing on the training described above. The focus should be on transforming instructional practice through a job embedded coaching model that is individualized to the specific learning needs of each teacher. A specific facilitator may be required and should be provided for the requested assignment, if available.

1. School-Based Support: Provide each teacher with at least two (2) hours during Y2 and Y3 (with the option of Y4 and Y5) of school-based support in applying the sheltered content instruction strategies they have previously learned. Options for the school-based support include:
  - a) Staff meetings,
  - b) Grade-level meetings,
  - c) Professional learning communities,
  - d) Department meetings, and
  - e) Lesson design focused on planning content lessons using sheltered strategies and analyzing lessons after delivery.

2. In-Classroom Coaching: Provide each teacher with at least three (3) hours during Y2 and Y3 (with the option of Y4 and Y5) of in-classroom coaching on applying sheltered instruction strategies. Some possibilities for the in-classroom coaching include:
  - a) An EL facilitator observing content teachers' application of what they have learned from recent sheltered instruction training, followed by feedback/debriefing
  - b) EL facilitator co-teaching/modeling best practices for sheltered instruction, followed by observing content teacher and providing feedback, and
  - c) Peer observations of exemplary sheltered instruction, including debriefing with an EL facilitator.

### III. Instructions to Offerors

#### A. Information Requests

All questions relating to this RFP shall be submitted in writing to Joshua Makely, Procurement Office at [joshua.makely@apsva.us](mailto:joshua.makely@apsva.us) and Amy Sherman at [amy.sherman@apsva.us](mailto:amy.sherman@apsva.us). For a question to be considered, the subject line of the email must state the following: "RFP #10FY21 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(s) resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting APS staff other than Joshua Makely and Amy Sherman.

#### B. Tentative Schedule for RFP #10FY21

RFP Issuance	October 19, 2020
Pre-Proposal Conference	October 22, 2020
Question Deadline	October 26, 2020 by 5:00 PM, EDT
Information Item/Addendum 1 Issuance	Week of October 26, 2020
Proposal Due Date	November 11, 2020 No Later Than 11:59 PM, EST
Shortlist Interviews	November 23, 2020
Negotiations Stage	December 1, 2020
Contract Award	TBD
Contract Starts	Upon execution of the Procurement Agent

Questions may not be considered if they are received after October 26, 2020, by 5:00 PM, EDT. Any questions related to the answers provided in Addendum #1 may be addressed in an additional addendum.

If any questions or responses require revisions to this RFP as it was originally published, such revisions will be by formal amendment only. Offerors are cautioned that any written, electronic, or oral representations made by any APS representative or other person that appear to change materially any portion of the RFP shall not be relied upon unless subsequently ratified by a written amendment to this RFP issued by the Office of the Procurement Agent.

#### C. Additional Information

##### 1. 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 APS, 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 APS, 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.

##### 2. 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 (Appendix B) shall be provided in Tab #1 of the Proposal.

##### 3. 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.

##### 4. Incomplete Documents

Each Offeror is responsible for having determined the accuracy and/or completeness of the RFP upon which it relied in making its Proposal, and has an affirmative obligation to notify the Procurement 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 RFP.

If a potential Offeror downloaded an electronic version of the RFP, 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 Procurement 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 APS.

Failure to acknowledge all Addenda issued during the solicitation process on the Request for Proposal Title Page 3, or by including a signed copy of all Addenda with the Proposal, is considered an incomplete Proposal document.

5. 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 APS 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.

6. Competitive Negotiation for Non-Professional Services

This RFP is let under the procedure for "Competitive Negotiation for Goods and Services Other Than Professional Services" as defined in the Procurement 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.

7. 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.

8. Authority to Transact Business

Any Offeror 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. APS 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).

9. 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 APS may be proposed by the Offeror and considered by the APS. Written requests for consideration of alternate coverage must be received by the Procurement Agent at least ten (10) calendar days prior to the date set for receipt of Proposals. If APS denies the request for alternate coverage, the coverage required by the Insurance Requirements or Checklist section must be provided. If APS 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.

10. Interest in More Than One Proposal, and Collusion

If more than one Proposal is received in response to this RFP from an individual, firm, partnership, corporation, affiliate, or association under the same or different names, all Proposals will be rejected. Reasonable grounds for believing that an Offeror is interested in more than one (1) Proposal for a RFP 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 new RFP for the same work.

11. Proposal Withdrawal

No Proposal may be withdrawn after it is filed unless the Offeror makes a request in writing to the Procurement Agent prior to the time and date set for the receipt of Proposals or unless APS 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.

12. Parking

Where parking is not provided at an APS location, the Contractor is responsible for the payment of any parking charges or fines resulting from parking at any worksite(s).

13. Contract Award is in the Best Interest

APS reserves the right to accept or reject Proposals, to cancel this solicitation, to waive any informalities or irregularities therein, (an informality is a minor defect or variation of a Bid or Proposal from the exact requirements of the ITB or RFP, which does not affect the prices, quantity or delivery schedule for the goods, services or construction being procured), and to contract as the best interests of APS may require in order to obtain the firms that best meet the needs of APS, as expressed in this RFP. Selection of a Proposal does not mean that all aspects of the Proposal are acceptable to APS. APS reserves the right to negotiate the modification of terms and conditions with the Offeror offering the best value to APS in conjunction with the evaluation criteria contained herein prior to the execution of a Contract, to ensure a satisfactory Contract.

14. Notice of Intent to Award

APS will post a written Notice of Intent to Award on the Procurement Office website stating the date the award(s) will be made, and identifying the name(s) of the awardee(s).

15. 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 APS. A request to replace or substitute any key personnel or subcontractor must be submitted to and approved by APS prior to substitution or augmentation.

16. Contractor Certification Regarding Criminal Convictions

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,

- (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
- (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover 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 Contractor's certification

17. Cooperative Contract for Use by Other Public Bodies:

This procurement is being conducted by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

18. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

19. Request for Comments:

Following the award of any Contract or Contracts, or the cancellation of this RFP, all Offerors or potential Offerors are invited to provide to APS written comments regarding the manner in which this RFP was conducted and any suggested modifications to that process which might make future RFPs by APS more efficient, more productive, and more attractive to potential Offerors.

D. **Minimum Qualifications/Mandatory Requirements**

The following requirements must be met or exceeded in order for consideration of a Proposal for an award:

- 1) Offeror must have a minimum of three (3) years of continuous experience, prior to the Proposal Due Date, in the management and operation of a business engaged in providing the Work and is currently engaged in providing them to public school staff.
- 2) Offeror's personnel must have at least two (2) years of academic teaching experience at a grade level relevant to the audience and at least two (2) years of experience leading sheltered instruction training for public school teachers.
- 3) Provide two (2) projects of similar size and scope for Sheltered Instruction Professional Learning in the Category(ies) proposed that Offerer has provided within the last seven (7) years prior to the Proposal Due Date. The projects must be of a similar size and nature to the Scope of Work in this solicitation.



## IV. Proposal Requirements

### A. General Requirements

One (1) electronic copy of the Proposal with a completed Fee Schedule. 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 1/2" x 11", single space and type size shall not be less than ten (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.

Offerors are responsible for having their Proposal received in the Platform prior to the Proposal Due Date. Failure to comply with this or other requirements of this RFP may be grounds for APS to reject such Proposals.

Proposals must be submitted electronically through the Platform. The Platform can be accessed through the link found on the Current Solicitations webpage under the Procurement Office website. Found under the Due Date column for RFP 10FY21 of the Current Solicitations table is a link for Offerors to submit their Proposal. ("Link to submit Proposal – RFP 10FY21"). 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.

Proposals shall be submitted with the required information in the order listed below. Additional instructions are in the Instructions to Offerors (Section III) of this solicitation.

Modification of or additions to any portion or terms of the RFP by the Offeror may be cause for rejection of the Proposal; however, APS reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a Proposal as nonresponsive.

**Mandatory provisions of this RFP are indicated by the inclusion of the words "shall" or "must" to identify the Offeror'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 favors and intends to use for the resultant Contract. If the Offeror wishes APS to consider any changes to these documents, such changes must be submitted in writing in the Proposal, and such exceptions shall be considered during negotiation. Any Offeror receiving a Contract award shall be required to execute a Contract in substantial compliance with APS standard Agreement and will be required to furnish all other required Contract Documents including tax identification or social security number within fifteen (15) days after receipt of notification that the Contract is ready for signature; otherwise, APS may award the Contract to another Offeror.

An Offeror may request in writing to withdraw its Proposal at any time. In the event an Offeror discovers an error in their Proposal and desires to make a correction after the Proposal Due Date, the Offeror shall submit in writing the requested correction, along with a written explanation and justification for the change, no later than one (1) business day following the Proposal Due Date. If APS is satisfied that the identified error was the result of a clerical or mathematical error, APS may permit the correction. APS shall issue its written decision to the requesting Offeror within three (3) business days of receipt of the correction request. If the request is approved, the Proposal shall be deemed modified by incorporation of the correction requested. If the requested correction is denied, the Proposal shall be considered as originally submitted. APS may request additional information or clarifications from an Offeror at any time after the review process has begun.

### B. Unnecessarily Elaborate Responses

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.

**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 5 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.

**E. Format and Content**

The Proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Failure to do so will result in a lowered evaluation. Incomplete Proposals may be determined nonresponsive.

**Offerors should organize their Proposals using the following tabular format:**

**Tab 1: Administrative**

- A fully executed Request for Proposals Title Pages 1 - 5 of this RFP should be included as the first five pages of your Proposal. The name stated on the Title Sheet on, page 5 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 also provided in this section:
- The Contactor Certification Regarding Criminal Convictions at Appendix A
- The Conflict of Interest Statement at Appendix B
- The Insurance Checklist at Appendix D

**Tab 2: Executive Summary**

- Provide two (2) projects of similar size and scope for Sheltered Instruction Professional Learning in the Categories proposed that Offeror has provided within the last seven (7) years prior to the Proposal Due Date. The projects must be of a similar size and nature to the Scope of Work in this solicitation. Indicate organization name, contact name, telephone number and **e-mail address of each reference**. Please verify all information prior to submitting it.
- Offeror must have a minimum of three (3) years of continuous experience, prior to the Proposal Due Date, in the management and operation of a business engaged in providing the Work and is currently engaged in providing them to public school staff.

- Offeror's personnel must have at least two (2) years of academic teaching experience at a grade level relevant to the audience and at least two (2) years of experience leading sheltered instruction training for public school teachers.
- Address what factors differentiate the Offeror from other potential Offerors for this project?
- What is the Offeror's particular strength in the market place?
- Describe the Offeror's experience in performing the Work.
- How long has the Offeror been performing the Work?
- Is the Offeror's business line solely performing Sheltered Instruction Professional Learning Services? If not, what other services does the Offeror provide and what percentage of the Offeror's business lines is Sheltered Instruction Professional Learning Services.

**Tab 3: Offeror Information**

- Describe the methodology of the Offeror in successfully providing Sheltered Instruction Professional Learning Services. Fully describe the Offeror's plan to perform each of the requirements of the Scope of Work for the Category Proposed as outlined in Section II.
- Offerors shall describe in detail the design, quality and appropriateness of how all tasks requested within the Category proposed in the Scope of Work will be completed.
- Offerors shall include resumes for staff proposed for this Contract. Resumes provided in this section shall reference the staff's involvement in successfully completing two (2) years of academic teaching experience at a grade level relevant to the audience and at least two (2) years of experience leading sheltered instruction training for public school teachers.

**Tab 4: Fees for Services**

- Fee shall include all services required under the Scope of Work for the Category(ies) proposed in Section II.

**Tab 5: 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.
- The Offeror shall provide an audited income statement and balance sheet from the most recent annual reporting period  

**NOTE:** If, in the sole opinion of APS, the Offeror's last audited financial statement does not demonstrate the Offeror's ability to generate sufficient income to meet its operating expenses and financial obligations, APS will reject the Offeror's Proposal and not consider it for contract award.

**Tab 6: Exceptions Taken to Any Provision of the Contract Documents**

- Offerors are to provide any exceptions to any provision of the Contract Documents in accordance with Section V. A.

**V. Proposal Evaluation Process, Method of Contract Award and Proposal Evaluation Criteria**

**A. Proposal Evaluation Process and Method of Contract Award**

A Selection Advisory Committee (SAC) will review and evaluate all responsive Proposals received by the Procurement Office. The SAC will rely only on the information contained in the Proposals submitted in selecting Offerors deemed to be fully qualified and best suited among those submitting Proposals. Therefore, Offerors must emphasize specific information considered pertinent to the Work and submit all information requested. The SAC may seek clarification of any aspect of the Proposal from an Offeror during the Initial Evaluation Stage.

The Offeror shall state any exceptions to any provision of the Contract Documents in writing in its Proposal as a part of Tab 9, identifying with specificity the provision to which exception is taken, the exception, the rationale for the exception, and the proposed alternative provision. The SAC may, but is not required to, negotiate as it deems necessary any exceptions so submitted, but no negotiations shall occur prior to the Negotiations Stage as defined below. An Offeror shall be deemed to have waived all objections to, and accepted, all provisions of the Contract Documents to which no exception is included in its submitted Proposal and in such event no exceptions shall be considered during the Negotiation Phase. Provided, however, if APS makes a material change to the RFP after the Proposal Due Date which if it had been made prior to the Proposal Due Date would have resulted in the Offeror including an exception in its submitted Proposal, the Offeror may within five (5) days following issuance by APS of the material change submit in writing any exception to the material change. Any exception to the material change not submitted to APS in writing within such five (5) day period shall be deemed to have been waived and shall not be considered further during the Negotiation Stage or otherwise. Any industry standard documents the Offeror requests to have included in any resulting Contract shall be included in the Offeror's submitted Proposal. Any documents the Offeror asserts is an industry standard documents not provided by the Offeror in its submitted Proposal shall not be considered during the Negotiation Stage or otherwise and shall not be a part of any Contract awarded.

1. Upon completion of the Shortlist Interviews, but before making any decisions regarding which Offerors to consider further, the SAC may seek from any Offeror which participated in the Shortlist Interviews clarification of any aspect of the Proposal or of issues which arose during the Shortlist Interview. Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting Proposals, on the basis of the evaluation criteria stated in the RFP.

2. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. During the Negotiation Stage, individual members of the SAC may engage in discussions with any Offeror to gather information to assist the SAC in making its final determination regarding award of the Contract. Such individual information and discussions shall be shared with the entirety of the SAC.

3. After negotiations have been conducted with each Offeror so selected, APS shall select the Offeror which, in its opinion, has made the best Proposal and provides the best value, based on the evaluation criteria advertised in the RFP, and shall award the Contract to that Offeror. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one Offeror. Should APS 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.

4. If at any time it is discovered that an Offeror's Proposal does not satisfy any mandatory requirement of this RFP or that the Offeror has misstated its minimum qualifications or experience, even if the Proposal initially appeared to satisfy such mandatory requirement or requirements or qualifications or

experience, the Proposal may be deemed to be nonresponsive and if deemed nonresponsive shall not be considered further.

**B. Proposal Evaluation Criteria**

The evaluation process involves three (3) stages. The first stage is the Initial Evaluation of all responsive Proposals submitted by responsible Offerors (“Initial Evaluation Stage”). The second stage is the evaluation of those Offerors selected for interviews (“Shortlist Interviews Stage”). The third stage is negotiations with those Offerors selected for negotiations (“Negotiations Stage”). The Evaluation Criteria set forth below will be used for purposes of scoring Proposals at each stage of the evaluation process. Scores from the Initial Evaluations will determine the Offerors to be selected for Shortlist 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 APS will enter into negotiations as described in Section A above. Only scores resulting from the Negotiations Stage will determine the ranking of Offerors for purposes of Contract award. Although there may be overlap between the Initial Evaluation Criteria, the Shortlist Interview Evaluation Criteria, and the Negotiations Stage Evaluation Criteria, each stage of the evaluation process is intended to be a separate score and only that score will be used to determine the consequence of that evaluation stage. The Shortlist Interviews Evaluations and the Negotiations Stage Evaluations are, however, the result of cumulative impressions from all preceding stages.

**Initial Evaluations Criteria:**

	<u>Initial Evaluation Criteria</u>	<u>Weight</u>
<b>1</b>	Offeror’s ability to meet and/or exceed any of the requirements for each respective Category including the format of the professional learning specified in the Category(ies) of the selected Group(s).	40%
<b>2</b>	Offeror’s qualifications and experience.	20%
<b>3</b>	Offeror’s methodology and approach for delivery of professional learning and the delivery of professional learning materials to APS in advance of scheduled professional learning.	10%
<b>4</b>	Any general information contained in the Offeror’s Proposal which supplements 1-3 above.	5%
<b>5</b>	Fees.	20%
<b>6</b>	Evaluation of Group 4 on the preceding five Evaluation Criteria.	5%
	<b>Total</b>	<b>100%</b>

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. Offerors selected for Shortlist Interviews will be evaluated in accordance with the evaluation criteria listed below:

### **Shortlist Interviews Evaluation Criteria:**

	<u>Shortlist-Interview Evaluation Criteria</u>	<u>Weight</u>
<b>1</b>	Qualifications and experience of Offeror's staff / team proposed for the contract and content.	40%
<b>2</b>	Thoroughness of presentation / demonstration in addressing the points of clarification identified by APS.	35%
<b>3</b>	Overall preparedness of the Offeror and ability to effectively communicate the information to the audience and demonstrate the proposed professional learning aligns / matches APS requirements.	10%
<b>4</b>	Fees.	10%
<b>5</b>	Evaluation of Group 4 on the preceding four Evaluation Criteria.	5%
	<b>Total</b>	<b>100%</b>

References will only be checked for Offerors selected for Shortlist Interviews. Information supplied by references on capabilities and past performance of an Offeror will be used in the scoring the Shortlist Interviews Evaluation Criteria.

### **Negotiations Stage Evaluation Criteria:**

The Negotiations Stage is for the purpose of further clarification of the selected Offerors' understanding of the performance requirements, its intended approaches to performance and related information, and for negotiating with each selected Offeror the terms of any Contract award. The following Negotiation Stage Evaluation Criteria will be used in reviewing and evaluating the Proposals and the results of the negotiations for ranking Offerors for purposes of Contract award. Only scores resulting from the Negotiation Stage Evaluation Criteria will determine the ranking of Proposals whereby APS will determine to which Offeror to award the Contract.

During the Negotiations Stage, an Offeror's flexibility and cooperativeness will be evaluated, and an Offeror's participation during this Stage will be assigned a value up to 20% of the total score that it can receive in this final Stage. Those Offerors who do not submit any exceptions to either the Contract requirements and/or its terms and conditions will inherently be assigned the maximum value of 20% for the Negotiations Evaluation Criteria of flexibility and cooperativeness.

	<u>Negotiations Evaluation Criteria</u>	<u>Weight</u>
<b>1</b>	The ability of the professional learning to meet the requirements of APS. <ul style="list-style-type: none"><li>• Additional capabilities which enhance the overall functionality of Professional Learning offered.</li></ul>	30%
<b>2</b>	The Offeror's methodology to successfully deliver the Professional Learning according to timeframe(s) preferred by APS to include flexibility in scheduling professional learning to accommodate APS' schedule.	25%
<b>3</b>	Flexibility and cooperativeness in negotiating Contract requirements, terms and conditions.	20%
<b>4</b>	Fees.	20%
<b>5</b>	Evaluation of Group 4 on the preceding four Evaluation Criteria.	5%
	<b>Total</b>	<b>100%</b>

## **VI. Contract Terms and Conditions**

The Contract with the successful Offeror (“Contractor”) 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. Offerors who propose to use additional or modified language must include such language with their Proposal. Arlington Public Schools is referred to herein as “APS”. Non-Negotiable, Mandatory Provisions Required by Virginia Law or the Procurement Resolution are Indicated by an Asterisk (“\*”). The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. Standard of Care

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

2. 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 Contract. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

3. Responsibility for Claims and Liabilities

APS’ review, approval, or acceptance of, or payment for, any services or deliverables required under this 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.

4. Payment

Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which 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 issued APS Purchase Order shall appear on all invoices.

5. 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 Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

6. 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 Work 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. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this subsection has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.

7. Additional Services

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such 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 Contract has been executed by both parties.

8. Reimbursable Expenses

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

9. Reimbursable Travel-Related Expenses

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. 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:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

10. 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 this Contract, 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.



11. Non-Appropriation\*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the 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.

12. APS Purchase Order Requirement\*

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors 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 subcontractor 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.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work 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. APS reserves the right to reject a suggested facilitator who, in its sole discretion, is not adequately qualified to perform the work. APS may request a replacement facilitator when, in its sole discretion, the one currently in an assignment is not adequately qualified to perform the work.

15. 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.

16. 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 subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

21. 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.

22. 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 Procurement 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.

23. 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.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor 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 attorney fees and costs 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 be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. Termination for the Convenience of APS

The performance of work under this Contract may be terminated by the Procurement Agent in whole or in part whenever the Procurement 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 under this Contract 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 termination costs as negotiated by the parties, 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.

25. Indemnification\* (Note: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "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 court costs 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 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.

26. 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, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs 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 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.

27. 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 Contract. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this subsection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract 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 subsection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" subsection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract 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 subsection as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

28. 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.

29. 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's, 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.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (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 officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

30. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C. F. R. §164.502(e) and

§164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS's Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

31. Data Security (Intentionally deleted)

32. Ethics in Public Contracting\*

This Contract incorporates by reference Article 9 of the Procurement 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.

33. APS Employees\*

No employee of APS, 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.

34. 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. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

35. 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 Subsequent Contract Term(s) of this Contract. 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.

36. Relation to APS\*

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.

37. 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.

38. 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;
- All submittals must be in the required tabular format in a binder.
- Report covers / binders 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.

39. 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.

40. Amendments

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

41. Arlington Public Schools Procurement Resolution and Policies\*

Notwithstanding any provision to the contrary herein, no provision of the Procurement Resolution or any applicable APS policy is waived in whole or in part.

42. Dispute Resolution\*

All disputes arising under this Contract, 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 writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Procurement Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Procurement Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

43. 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.

44. 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.

45. 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.

46. 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.

47. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, 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, subsections, and sections of this Contract.

48. 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.

49. Survival of Terms

In addition to any numbered section in this Contract which specifically state that the term, paragraph or subsection survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to APS; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; Confidential Information, and Data Security and Protection.

50. 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.



51. Ambiguities

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

52. Non-Discrimination Notice\*

APS does not discriminate against faith-based organizations.

53. Insurance Requirements

The Contractor shall provide to the Procurement Agent a Certificate of Insurance indicating that the Contractor has in force the coverage 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 coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of “B” 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 (if applicable)- Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/\$100,000/\$500,000.
- b. Commercial General Liability - \$500,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury and Independent Contractors. The general aggregate limit shall apply to this Contract. coverage
- c. Automobile Liability - \$100,000 per person / \$300,000 per accident.
- d. Product Liability - \$500,000 combined single limit coverage, \$1,000,000 general aggregate
- e. Cyber Liability Insurance – Intentionally deleted.
- f. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insured under all coverages except Workers' Compensation and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this subsection 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: "Arlington County 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".
- g. 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 Procurement Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Procurement 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.
- h. 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.

- i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability and Automobile Liability, 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, Automobile Liability insurance, and Workers' Compensation insurance (if applicable) 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 satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage's are submitted to and acceptable to APS. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

55. 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. Department 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>.

56. 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.

57. Failure to Deliver

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

58. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

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.

59. Non-Endorsement Clause for Contracts and Agreements

APS may be identified as a "Participant" in the Work with the following statement added: "This shall not constitute an endorsement of any products or services". For further information, please contact the APS Department of Schools and Community Relations.

60. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

61. Extension of Contract Term

The Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

62. Student Data Usage and Privacy Agreement

During the term of the Contract Term, and any Renewal Contract Term(s), the Contractor will have access to student data. As a condition of awarding a Contract for the provision of the Work that requires the Contractor to have access to the student data the Contractor is required to sign the Student Data Usage and Privacy Agreement (See Attachment TBD).

63. Contractor Certification Regarding Criminal Convictions\*

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
  - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
  - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover 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 Contractor's certification

64. Cooperative Contract for Use by Other Public Bodies

This Contract has been awarded by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

65. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor\*

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

**Issued By: Joshua Makely, CPPO, CPPB**  
**Assistant Director of Procurement**  
**Procurement Office**  
**Arlington Public Schools**  
**Phone: (703) 228-6126**  
**Email: [joshua.makely@apsva.us](mailto:joshua.makely@apsva.us)**



VII. Appendix A

**Contractor Certification Regarding Criminal Convictions**

**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 the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
  - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
  - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
  - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2;.or
4. A conviction for a crime of moral turpitude.

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.

**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.**

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
Name and Title (please type or print)

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**VIII. Appendix B**

**Conflict of Interest Statement**

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this Proposal to APS in response to its Request for Proposal #10FY21, 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 APS 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 APS, 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 APS as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

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

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**Acknowledgment**

Commonwealth of Virginia/State of ( \_\_\_\_\_ ) City/County of  
( \_\_\_\_\_ ) to wit:

---

personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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\_\_

**IX. Appendix C**

**Insurance Checklist**

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

Coverages Required			Limits (Figures Denote Minimums)
X	1	Workers' Compensation	Statutory limits of Virginia (if applicable)
X	2	Employer's Liability	\$100,000 accident, \$100,000 disease, \$500,000 disease policy limit (if applicable)
X	3	Commercial General Liability(CGL)	\$ 500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	4	Premises/Operations	\$500,000 CSL BI/PD each occurrence Million annual aggregate
X	5	Automobile Liability	\$100,000 per person/ \$300,000 per accident, Uninsured Motorist
	6	Owned/Hired/Non-Owned Vehicles	\$1 Million BI/PD each accident, Uninsured Motorist
	7	Independent Contractors	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
X	8	Products Liability	\$500,000 CSL each occurrence, \$1 Million annual aggregate
	9	Completed Operations	\$500,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
	10	Contractual Liability (Must be shown on Certificate)	\$500,000 CSL BI/PD each occurrence
	11	Personal and Advertising Injury Liability	\$1 Million ea. offense, \$1 Million annual aggregate
	12	Umbrella Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury
	13	Per Project Aggregate	\$1 Million per occurrence/claim
	14	Professional Liability	
	15	Miscellaneous E&O	\$1 Million per occurrence/claim
	16	Motor Carrier Act End. (MCS-90)	\$1 Million BI/PD each accident, Uninsured Motorist
	17	Motor Cargo Insurance	
	18	Garage Liability	\$1 Million Bodily Injury, Property Damage per occurrence
	19	Garage keepers Liability	\$500,000 Comprehensive, \$500,000 Collision
	20	Inland Marine-Baillie's Insurance	\$
	21	Moving and Rigging Floater	Endorsement to CGL
	22	Dishonesty Bond	\$
	23	Builder's Risk	Provide Coverage in the full amount of Contract
	24	XCU Coverage	Endorsement to CGL
	25	USL&H	Federal Statutory Limits
X	26	Carrier Rating shall be Best's Rating of B or better or its equivalent	
X	27	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least 30 days prior to action	
X	28	APS shall be an Additional Insured on all policies except Workers Compensation, Professional Liability, and Automobile Liability	
X	29	Certificate of Insurance shall show Solicitation Number and Title	
	30	Intellectual Property Infringement Insurance	

31	Cyber Liability Insurance	\$500,000 CSL each occurrence, \$1 Million annual aggregate
----	---------------------------	---

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: \_\_\_\_\_



**X. Appendix D**

**Sample Form Agreement**



**Arlington Public Schools**

---

**PROCUREMENT OFFICE**

2100 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123

Website: [www.apsva.us](http://www.apsva.us)

---

**Subject: Contract 10FY21 Sheltered Instruction Professional Learning Services**

Contract 10FY21, for the provision of Sheltered Instruction Professional Learning Services (“the Work”) is entered into as of the date the Procurement Agent signs this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2020; by and between \_\_\_\_\_, located at \_\_\_\_\_, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner

**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, 2021 (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents.

This Contract may be renewed for a term not to exceed one (1) year (‘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:**

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.

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.)

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.

### **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.

### **4. 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.

### **5. 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 Attachment G - Negotiated Items List
- 2 Agreement #10FY21 and all modifications properly incorporated into the Agreement
- 3 Attachment A - Scope of Work
- 4 Attachment B - Fee Schedule
- 5 Attachment C - Contractor Certification Regarding Criminal Convictions
- 6 Attachment D - Contract Terms & Conditions
- 7 Attachment E - Student Data Usage and Privacy Agreement
- 8 Attachment F - 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."

**6. 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.

**7. 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.

**8. Payment Procedures:**

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

**9. 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.

**10. 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 APS:           Mr. Sam Klein  
                          Director, Office of English Learners  
                          Arlington Public Schools  
                          2110 Washington Blvd.  
                          Arlington, Virginia 22204  
                          [sam.klein@apsva.us](mailto:sam.klein@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](mailto:david.webb@apsva.us)

**Note: During the closure of APS due to the COVID-19 pandemic, notices shall delivered by email and shall be considered received by a person(s) stated above when the email is in the receiver's mailbox**

**11. 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 Contact 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:**

<b>Arlington Public Schools</b>		<b>Name of Contractor</b>	
Authorized Signature:	_____	Authorized Signature:	_____
Printed Name	<u>David J. Webb, C.P.M.</u>	Printed Name:	_____
Title:	<u>Director/Procurement Agent</u>	Title:	_____
Date:	_____	Date:	_____

**XII. Appendix E**

**Fee Schedule**

**Group Selection:**

Check the box for the Group of Category(ies) for which the Proposal is submitted. Check only one (1) Group from the three (3) choices below.		
<b>Group 1</b>	Category A – <u>In-Person Sheltered Instruction Training</u>	<input type="checkbox"/>
<b>Group 2</b>	Category B – <u>Sheltered Instruction Online Training</u>	<input type="checkbox"/>
<b>Group 3</b>	Category A – <u>In-Person Sheltered Instruction Training &amp;</u> Category B – <u>Sheltered Instruction Online Training</u>	<input type="checkbox"/>
Check the box for Group 4 below if the Proposal encompasses the work for Category C as it relates to the Group Selection designated above. Offerors may not select Group 4 – Category C alone.		
<b><u>Option</u></b> <b>Group 4</b>	Category C – <u>School-based Support and Coaching</u>	<input type="checkbox"/>

**Based on the selections above, please complete the corresponding tables below.**

<b>Category A – In Person Sheltered Instruction Training</b>			
<b>Description</b>	<b>Hourly Rate</b>	<b>Estimated Number of Hours</b>	<b>Extended Fees</b>
In-Person Sheltered Instruction Training <sup>†</sup>	\$	13,300	\$
Travel Fees Per Trip to APS*			
Travel fees for ½ Day training			\$
Travel fees for 1 Day training			\$
Travel fees for 2 consecutive Days training			\$
Travel fees for 2 non-consecutive Days training			\$
<b>Category A Total</b>			\$
<b>Category C – School-based Support and Coaching</b>			
<b>Description</b>	<b>Hourly Rate</b>	<b>Estimated Number of Hours</b>	<b>Extended Fees</b>
School-based Support and Coaching	\$	3,500	\$
Travel Fees Per Trip to APS*			
Travel fees for ½ Day coaching			\$
Travel fees for 1 Day coaching			\$
Travel fees for 2 consecutive Days coaching			\$
Travel fees for 2 non-consecutive Days coaching			\$
<b>Category C Total (if included)</b>			\$

<sup>†</sup> The cost of any required training materials shall be included in this unit pricing reflected herein. APS will not pay separately for training materials.

\* Mode of transportation shall be the most economic available without upgrades in class or accommodation. Lodging, meals, and incidental entitlements shall not exceed the current GSA Per Diem Rates for the locality that serves as the destination. <https://www.gsa.gov/travel-resources>

<b>Category B – Sheltered Instruction Online Training</b>			
<b>Category B Description</b>	<b>Attendee Rate</b>	<b>Estimated Number of Attendees</b>	<b>Extended Fees</b>
Sheltered Instruction Online Training †	\$	700	\$
<b>Category B Total</b>			\$
<b>Category C – School-based Support and Coaching</b>			
<b>Description</b>	<b>Hourly Rate</b>	<b>Estimated Number of Hours</b>	<b>Extended Fees</b>
School-based Support and Coaching	\$	3,500	\$
<b>Travel Fees Per Trip to APS*</b>			
Travel fees for ½ Day coaching			\$
Travel fees for 1 Day coaching			\$
Travel fees for 2 consecutive Days coaching			\$
Travel fees for 2 non-consecutive Days coaching			\$
<b>Category C Total (if included)</b>			\$

† The cost of any required training materials shall be included in this unit pricing reflected herein. APS will not pay separately for training materials.

\* Mode of transportation shall be the most economic available without upgrades in class or accommodation. Lodging, meals, and incidental entitlements shall not exceed the current GSA Per Diem Rates for the locality that serves as the destination. <https://www.gsa.gov/travel-resources>

**XIV. Appendix F**

**Screenshots of the Steps Required to Submit a Proposal**

Current Solicitations

Solicitation	Description	Due Date	Contact
<a href="#">ITB 125FY20 Addendum 1</a>	Space Ranger Services	April 30, 2020 No later than 11:59 PM <a href="#">Link to Submit Bid - ITB 125FY20</a>	<a href="#">Joshua Makely</a>



Send files to Joshua

Joshua Makely has invited you to send files

**Please provide Company Name as it appears on the Bid Form.**

By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.

Continue





## Send files to Joshua

Joshua Makely has invited you to send files

Buzz Lightyear



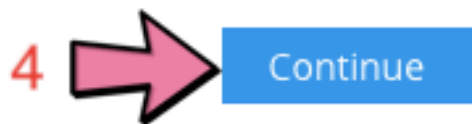
buzz@starcommand.org



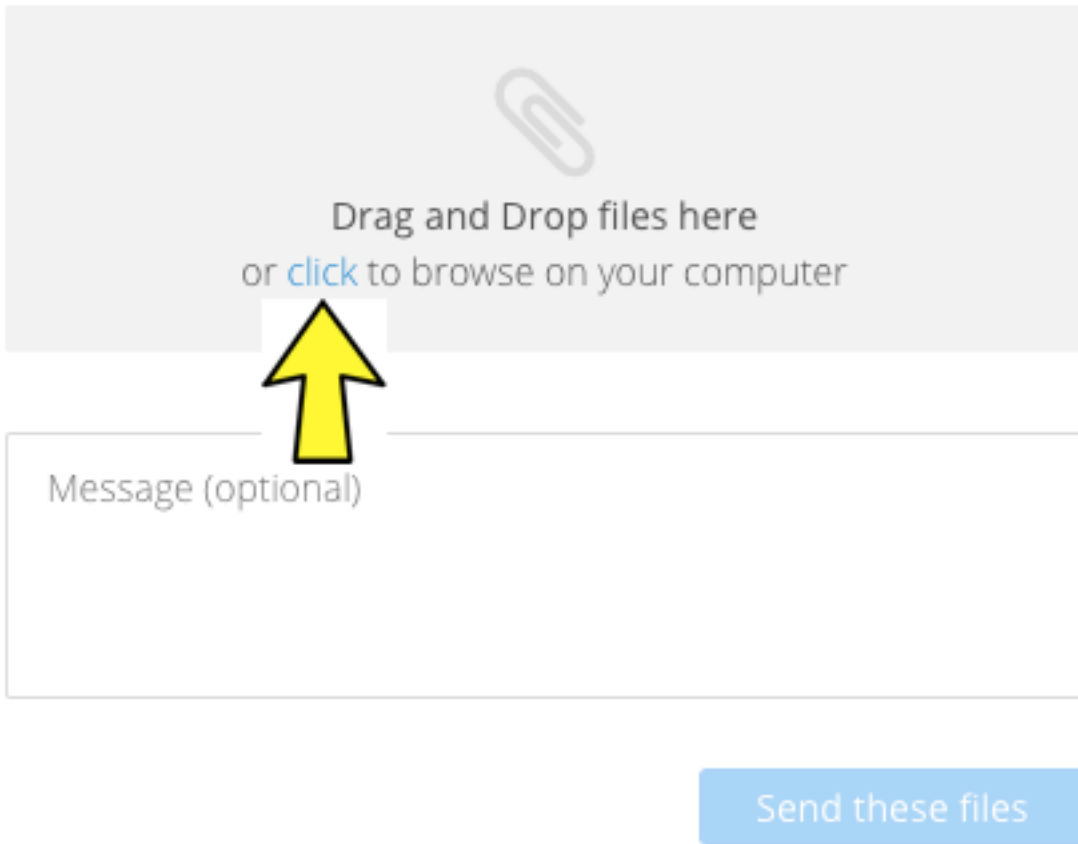
Star Command



By continuing, I agree that I will not upload malware, unlawful materials or content that violates the intellectual property rights of others, and my failure to abide by this agreement shall subject me to all legally permissible remedies at Egnyte's disposal.



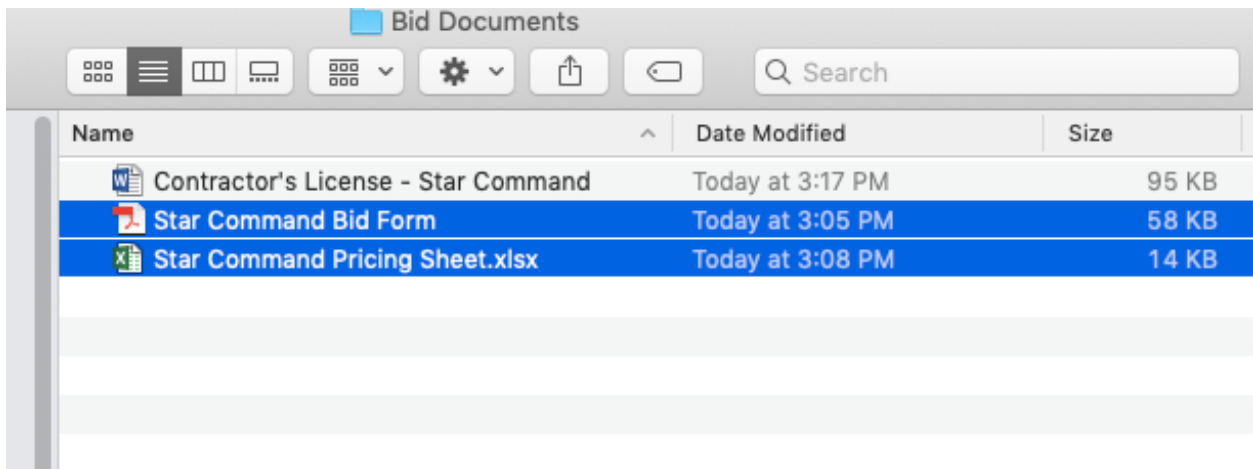
Attach the files you would like to send to Joshua Makely






Drag and Drop files here  
or [click](#) to browse on your computer

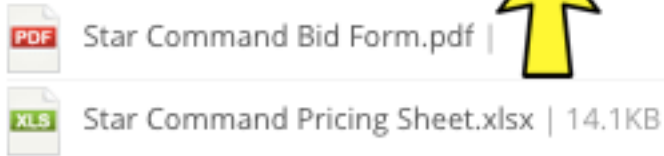
Message (optional)

Send these files



Name	Date Modified	Size
 Contractor's License - Star Command	Today at 3:17 PM	95 KB
 Star Command Bid Form	Today at 3:05 PM	58 KB
 Star Command Pricing Sheet.xlsx	Today at 3:08 PM	14 KB

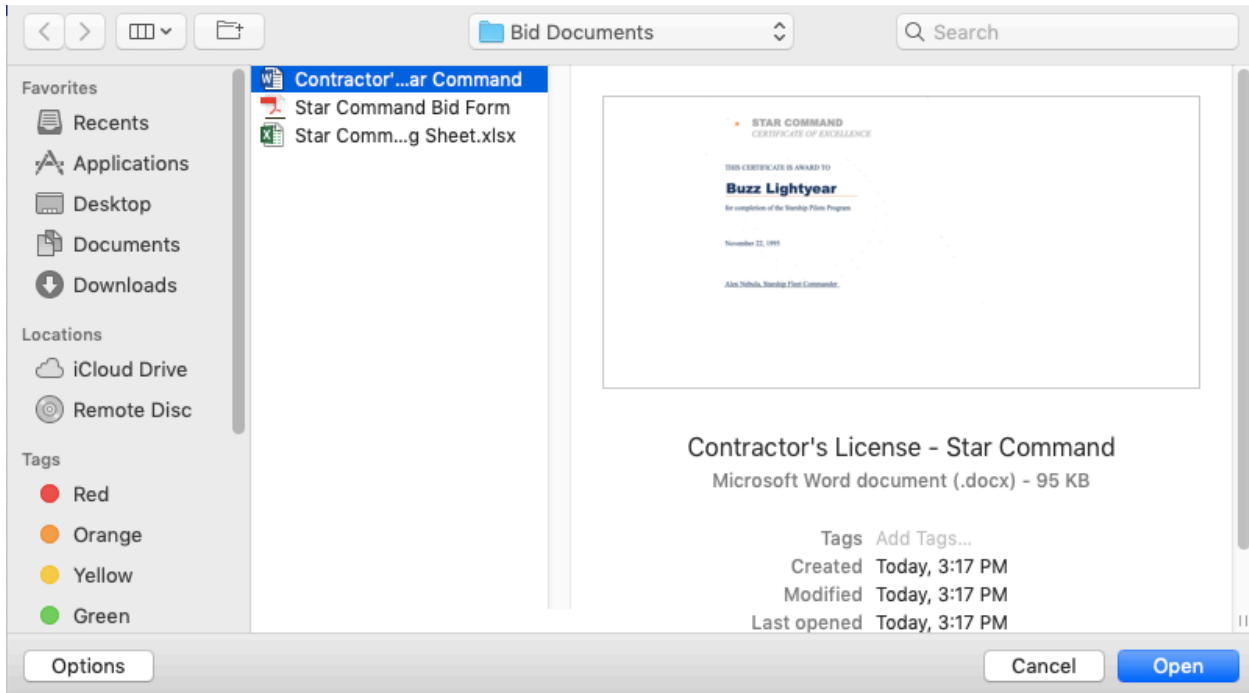
Drag and drop or [click](#) to add more files









If you need to  
add more files  
do so by  
selecting the  
option here.

Message (optional)

Send these files



Drag and drop or [click](#) to add more files

	Star Command Bid Form.pdf   56.6KB	
	Star Command Pricing Sheet.xlsx   14.1KB	
	Contractor's License - Star Command.docx   93KB	

Bid Form and Excel Pricing Page (if applicable) from Star Command.

**Include as optional**

Contractor's License also attached.



Send these files



3 files sent to Joshua Makely

All files sent have been scanned for viruses - none were detected

You may now close this window



3 files sent to Joshua Makely

All files sent have been scanned for viruses - none were detected

You may now close this window