



**PULASKI COUNTY SCHOOL BOARD
DBA
PULASKI COUNTY PUBLIC SCHOOLS**

REQUEST FOR PROPOSAL (RFP)

FOR

BEHAVIOR INTERVENTION SPECIALISTS SERVICES

RFP NUMBER 19-1002

CLOSING DATE: Tuesday, August 21, 2018

CLOSING TIME: 2:00 p.m. Eastern

Point of Contact:

Mr. Chris Stafford

Phone: 540-994-2536

Email: cstafford@pcva.us

The Request for Proposal and related documents may be obtained during normal business hours from the Finance Department Office, 3rd Floor, Pulaski County School Board Administrative Office, 202 North Washington Avenue, Pulaski, VA 24301, or from the Pulaski County Public Schools website at: <http://www.pcvva.us/FinanceITB.html>.

Date of RFP – August 10, 2018



RFP #19-1002 Behavior Intervention Specialists Services

THIS FORM MUST BE SIGNED BELOW AND RETURNED IN THE PROPOSAL TO BE CONSIDERED A VALID OFFER

Sealed proposals will be received until 2:00 PM, Tuesday, August 21, 2018, at the Pulaski County School Board Administrative Office, Finance Department, Third Floor, 202 North Washington Ave., Pulaski, VA 24301. If necessary, any addenda will be posted on the Pulaski County Public Schools website.

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL AND TO ALL THE CONDITIONS IMPOSED THEREIN AND HERBY INCORPORATED BY REFERENCE, THE UNDERSIGNED OFFERS, AND AGREES TO FURNISH SERVICES REQUESTED IN THIS SOLICITATION. I HEREBY CERTIFY THAT THE INFORMATION SUPPLIED HEREIN IS CORRECT AND THAT NEITHER THE VENDOR NOR ANY PERSON(S) CONNECTED WITH THE VENDOR AS A PRINCIPAL OR OFFICER, TO MY KNOWLEDGE, IS NOT DEBARRED OR OTHERWISE DECLARED INELIGIBLE BY ANY AGENCY OF THE FEDERAL, STATE AND/OR LOCAL GOVERNMENT, THE COMMONWEALTH OF VIRGINIA, OR ANY LOCALITY IN THE COMMONWEALTH OF VIRGINIA, FROM CONTRACTING TO PROVIDE THE GOODS AND/OR SERVICES REQUESTED HEREIN, NOR IS IT AN AGENT OF ANY PERSON OR ENTITY THAT IS CURRENTLY SO DEBARRED.

THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM.

Firm Name

Date: _____

Street Address

Signature: _____
(Please sign in ink)

City

Name: _____
(Please print signer's name)

State

Zip Code

Title: _____

Phone: _____ Email: _____

Fax: _____ FEI#: _____

GENERAL INFORMATION

1. Introduction

It is the intent of the Pulaski County School Board (hereafter known as the Division), to award a contract for **Behavior Intervention Specialists Services**. Sealed proposals, subject to conditions contained herein and attached hereto, will be received at the Pulaski County School Board Administrative Office, Attn: Mr. Chris Stafford, 202 North Washington Avenue, Pulaski, VA 24301, until, but not later than **2:00 PM** local prevailing time, **Tuesday, August 21, 2018**.

Proposals should be submitted in a sealed envelope and mailed to:

Pulaski County School Board
Attn: Mr. Chris Stafford
202 North Washington Ave.
Pulaski, VA 24301

Any proposal received after the announced time and date of opening, whether by mail or otherwise, will not be considered and returned to the proposer unopened. The right is reserved to reject any and all proposals, and to waive any informality in RFPs.

The successful proposer shall demonstrate the ability to provide behavior intervention services for public school students in general or special education settings. The Division requires services to begin **upon award**.

Through this Request for Proposal (RFP), the Division is seeking to identify one or more vendors who can most fully meet the needs of the Division as specified in this document and any associated attachments.

2. Contract Period

The contract term will commence upon award and expires June 30, 2019. The contract may be extended upon mutual agreement of both parties for four (4) additional one-year periods ending June 30, 2023, upon the prices, terms, and conditions set forth in the negotiated contract resulting from this RFP.

3. Scope of Services

Proposers must provide a detailed outline of the services to be provided to the Division for a comprehensive level of behavior intervention specialists services. At a minimum, proposers are to provide the following services:

A. The Behavior Intervention Specialists Services will work between all 8 schools.

This individual will work with the divisions' problem solving teams as a behavior specialist coach. This includes working with the IEP teams, 504 teams, and Core teams (general education). We would contract between 8 to 20 hours a week based on need.

B. The following criteria are sought:

Required Qualifications:

- Master's degree from an accredited institution in mental health counseling, social work or related field for Behavior Intervention Specialists.
- Board Certified Behavior Analyst preferred but Knowledge of applied behavior analysis techniques (ABA) required.
- Experience in positive behavioral strategies used to prevent and de-escalate behavior within a school setting.
- Minimum of 5 years of experience working with youth with behavioral need.

Knowledge, Skills, and Abilities:

- Communicate effectively in written and oral form using positive interpersonal skills.
- Ability to develop and implement behavior intervention plans, crisis plans, classroom management systems, and reinforcement systems.
- Advanced knowledge of Behavior Intervention Plans and Function Based Assessment.
- Ability to use effective instructional and behavioral strategies and techniques for "at risk" learners and children in crisis.
- Experience in the development and implementation of affective/social skills lessons and social stories.
- Experience in the development and implementation of progress monitoring systems.
- Experience in data collection.
- Ability to develop and provide training related to effective evidence-based behavioral practices in all school settings.
- Experience with group facilitation and problem-solving strategies.
- Ability to effectively lead/facilitate group processes.

Performance Responsibilities:

Planning

- Create a formalized coaching plan with the Virginia Tiered System of Supports Coaches, Special Education Departments, and 504 Consulting Teacher no later than Friday, September 28, 2018. This is to include your assessment of need at each school, your tentative schedule, and projected hours of need per school.

Coaching

- Coach problem solving teams on all steps conducting Functional Behavioral Assessments and creating Behavior Intervention Plans.
- Coach teams on how to properly monitor Behavior Intervention Plans using a data based approach.
- Develop and conduct in-service activities regarding techniques for remediation of behavioral, social or personal problems of students.
- Coordinate with the Special Education Program and Virginia Tiered System of Supports Coaches.
- Collaborate with general and special education teachers, therapists and administration in planning and developing programs.
- Work as a team member in the development and implementation of inclusive strategies.

Reporting

- Regular assessment are to made and reported to Central Office of each schools progress towards gaining proficiency in functional-based thinking and behavior intervention strategies.

Other

- Assist with the development and maintenance of program evaluation procedures.
- Assist with case-management and team problem-solving with other district staff, agency personnel, and other appropriate professionals on a regular basis.

4. Contractor's Experience

- Extensive prior experience in providing behavior intervention services.
- Knowledge of computer skills, e.g. e-mail and Microsoft Office Software, when applicable.

5. References

Anyone submitting an RFP must provide a minimum of three (3) references in which similar contracts have been provided to school or educational organizations. This reference list must include the name, address, and telephone number of a key contact person and a brief description of the services provided, and the timeframe in which those services were provided.

6. Cost Proposal

Proposers must describe and define costs associated with an annual contract for behavior intervention specialists' services. The proposal cost must include all costs for services and reimbursement for travel, postage, etc. in order to provide services in accordance with this scope of services.

7. Timetable

Proposers must include a timetable describing when tasks outlined in the scope of services are to be performed and the date(s) on which behavior intervention specialists services will be implemented.

8. Contact person

All questions and inquiries regarding the RFP specifications should be directed to Mr. Chris Stafford, Assistant Superintendent, (540) 994-2536 or cstafford@pcva.us.

9. Proposal Evaluation

Proposals will be evaluated by the Division's Department of Administration and Instruction, and the Department of Special Education.

Select proposals meeting all requirements may be requested to present an oral presentation in which key areas of the proposal will be discussed. At the presentation meeting, questions and requests for clarifications, if any, will be addressed by the school system and contract negotiation may be exercised.

Proposals will be evaluated on the following criteria:

- Qualifications of the proposer;
- Demonstrated expertise and past experience in conducting similar services;

- Service, functions, and capabilities proposed, including timeline;
- Cost of proposal;
- Contract terms.

10. Summary

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this RFP. The proposer may elect to include information not requested and the content of the proposal shall be at the discretion of the proposer.

GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

- A. This RFP is a request for behavior intervention specialists services.
- B. It is the intention of the Division to enter into a primary contractual relationship with one or more firms who will serve as the prime vendor responsible for providing the services.
- C. The Division reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interests of the Division. The Division also reserves the right to meet with vendors to gather additional information. Furthermore, the Division reserves the right to delete or add specific coverage up until the final negotiations.
- D. All vendors submitting proposals agree that their terms are valid for a minimum of 90 days after proposal submission to the Division.
- E. All vendors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP. The vendor further agrees that the performance time specified is a reasonable timeframe, having carefully considered the nature and scope of the project as aforesaid.
- F. When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copies and electronic documents according to the instructions.
- G. This solicitation is subject to the provisions of the Division's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.
- H. The Division is not responsible for any errors or ambiguities associated with the analysis of the vendor's proposal.

DETAILED SUBMITTAL REQUIREMENTS

SUBMITTAL OF PROPOSAL

Vendors should submit **one original** and a minimum of **three (3) copies** of their proposal. Vendor should also submit **one electronic copy**. Electronic copy is to be one file in either Word or PDF format. Submit the electronic copy of their proposal by disk or CD etc. with their response or email to the Issuing Office prior to the closing date. Proposal shall be placed in a separate envelope or package and identified with the RFP number and the name and address of the Vendor.

All proposals shall be accepted if received and date/time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page. Proposals received and date/time stamped after the Closing Date and Time will not be accepted and will be returned unopened. Proposals received by email, telephone, or fax will not be accepted.

PROPOSAL FORMAT

To facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined as follows. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content.

Vendors are required to follow the outline below when preparing their proposals:

SECTION 1 – Signed Letter of Transmittal

The vendor is required to include this form in their response. An authorized representative of the vendor must sign this form to confirm the intent to be bound by the proposal, to certify that the information supplied is correct, and to acknowledge receipt of any addenda. **Failure to include this signed form may result in the proposal being regarded as invalid.**

SECTION 2 – Scope of Services

This section of the proposal should include a general discussion of the vendor's understanding of the overall project and a summary of the services being proposed. These should include, but not be limited to: qualifications; demonstrated expertise and past experience in conducting similar services; service, functions, and capabilities proposed, including timeline; cost of proposal; and contract terms.

SECTION 3 – References

Anyone submitting an RFP must provide a minimum of three (3) references in which similar contracts have been provided to school or educational organizations. This reference list must include the name, address, and telephone number of a key contact person and a brief description of the services provided, and the timeframe in which those services were provided

SECTION 4 – Insurance Policies/Documents

Please provide a Certificate of Insurance indicating your firm's insurance policy(ies) including the name of the insurer, types of coverages and limitations for general liability, automobile, workers compensation, etc.

SECTION 5 – Certificate of Compliance Form

The Code of Virginia § 22.1-296.1 requires that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child

Please complete form and return with response.

SECTION 6 – Authorization to Conduct Business in the Commonwealth Form

Please complete form and return with response.

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1 (C)

As a condition of Contract award, Contractor providing services requiring direct contact with students on school property during regular school hours or during school-sponsored activities shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the Contract or purchase order, including any extensions or renewals.

Contractor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (C)*, any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract or purchase order.

Company Name

Company Address

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

VENDOR'S AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Please complete and return with bid response

To the extent the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, such entity shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity by the State Corporation Commission. Any such business entity shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of this contract. The Owner may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code Section 2.2-4311.2.

Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

State Corporation Commission Identification Number: _____

or

Describe why the bidder or offeror is not required to be authorized by the State Corporation Commission:

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS – RFP (Rev. 10/2017)

ANTI-DISCRIMINATION:

By submitting their proposals, vendors certify to the Division that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the vendor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The vendor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

FAITH-BASED ORGANIZATIONS:

In accordance with Code of Virginia Section 2.2-4343.1, the Division does not discriminate against faith-based organizations in the performance of its procurement activity.

ETHICS IN PUBLIC CONTRACTING (SEC 2.2-4367 ET SEQ. CODE OF VIRGINIA):

By submitting their proposals, vendors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986. The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Section 40.1-11.1 of the Code of Virginia makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

CERTIFICATE OF COMPLIANCE:

Effective July 1, 2006, amendments made to the Code of Virginia § 22.1-296.1 require that prior to awarding a contract, the contractor and the contractor's employees who may be in direct contact with students in the performance of the contract certify that both the contractor and the contractor's employees have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Division requires a completed Certificate of Compliance. This certificate shall be attached to the contract document.

DEBARMENT STATUS:

In compliance with this request for proposal and to all the conditions imposed therein and hereby incorporated by reference, the vendor offers, and agrees to furnish services requested in this solicitation. The vendor attests their firm is not currently debarred or otherwise declared ineligible by any agency of the Federal, State and/or Local Government, the Commonwealth of Virginia, or any locality in the State of Virginia, from contracting to provide the goods and/or services requested herein, nor is it an agent of any person or entity that is currently so debarred.

ANTITRUST:

By entering into a contract, the vendor conveys, sells, assigns, and transfers to the Division all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Division under said Contract.

REQUIRED FORMAT AND TERMS AND CONDITIONS:

Failure to submit a proposal utilizing the format provided in the Detailed Submittal Requirements of this RFP might be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Division reserves the right to decide, on a case-by-case basis, at its sole discretion, whether to reject such a proposal.

PRECEDENCE OF TERMS:

In the event there is a conflict between the other Required General Terms and Conditions and any Special Conditions in this solicitation, the Special Conditions shall apply.

QUALIFICATIONS OF VENDORS:

The Division may make such reasonable investigations as deemed proper and necessary to determine the ability of the vendor to perform the services and/or furnish the goods required, and the vendor shall furnish to the Division all such information and data for this purpose as may be requested. The Division reserves the right to inspect vendor's physical facilities prior to award to satisfy questions regarding the vendor's capabilities. The Division further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such vendor fails to satisfy the Division that such vendor is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

ASSIGNMENT OF CONTRACT:

A contract shall not be assigned by the Vendor, in whole or part, without the written consent of the Division.

DEFAULT:

In case of failure to deliver goods and/or services in accordance with the contract terms and conditions, the Division, after due written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies, which the Division may have. Any vendor judged non-responsive or in default will be removed from the Division's bidders list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the vendor and a representative of Pulaski County Public Schools in which the vendor supplies appropriate documentation that the original problem resulting in debarment has been corrected.

CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope and terms of the contract only in an agreement signed by the parties. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as part of their written agreement to modify the scope of the contract and must accord with the requirements of § 2.2-4363 of the Code of Virginia.
- B. The Division may order changes within the general scope of the contract at any time by written notice to the vendor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of installation. The vendor shall comply with the notice upon receipt of the written approval of the Division. The vendor shall be compensated for any additional costs incurred as the result of such order and shall give the Division a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price set forth in the contract, if the work to be done can be expressed in units, and the vendor accounts for the number of units of work performed, subject to the Division's right to audit the

vendor's records and/or to determine the correct number of units independently; or

3. By ordering the vendor to proceed with the work and keep record of all costs incurred and savings realized. A markup of overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The vendor shall present the Division with all vouchers and records of expenses incurred and savings realized. The Division shall have the right to audit the records of the vendor, as it deems necessary to determine the cost or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Division within 30 days from the date of receipt of written order from the Division.

TERMINATIONS:

A. Termination for Cause

If the vendor should breach the contract or fail to perform the services required by the contract, the Division may terminate the contract for cause by giving a 30 days written notice or may give the vendor a stated period of time within which to remedy its breach of contract. If the vendor shall fail to remedy the breach within the time allotted by the Division, the contract may be terminated by the Division at any time thereafter upon written notice to the vendor or, in the alternative, the Division may give such extension of time to remedy the breach as the Division determines to be in its best interest. The Division's forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Division's right to terminate nor acquiescence in future act or omissions by the vendor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the vendor may be subject to a claim by the Division for the costs and expenses incurred in securing a replacement vendor to fulfill the obligations of the contract. Vendors judged to be non-responsive/in breach of contract will be removed from the bidders' list for a minimum of one year or one bid cycle, whichever is longer. If reinstatement to the bidders' list is possible, reinstatement can only occur after a meeting between the vendor and a representative from the Division in which the vendor demonstrates that the unsatisfactory condition/action has been corrected.

B. Termination for Convenience

The contract may be terminated by the Division in whole or in part for the convenience of the Division without a breach of contract by delivering to the

vendor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Such notification shall be with a minimum of a 60 day notice. If the contract is terminated in whole or in part for the convenience of the Division, the vendor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The vendor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Division for delivery to the Division of all products of the services for which the vendor has or will receive compensation.

C. Delivery of Materials

Any contract cancellation notice shall not relieve the vendor of the obligation to deliver to the Division all products of the services for which the vendor has been or will be compensated. Unless otherwise agreed to in writing, the vendor shall deliver the materials to the Division within 30 days of the Notice of Termination of the Contract. Failure to do so may result in action for “breach of contract”, “failure to perform”, or specific performance of the contract.

D. Compensation Due the Vendor

Upon such termination, the vendor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the vendor providing the required project material to the Division. Said fees, which have been earned, shall be billed to the Division in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the Division for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Division. The vendor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the vendor under this contract are subject to appropriation by the Division.

DEBARMENT AND PROHIBITED CONTRACTS:

In accordance with §2.2-4321 and 4321.1 of the Code of Virginia, a prospective contractor may be debarred or prohibited from contracting for particular types of supplies, services, insurance, or construction for specific periods of time.

The following sets forth the purpose, causes, procedures for debarring a prospective contractor, and the reinstatement of a contractor.

- A. **Purpose of debarment** is to protect the school system from risks associated with awarding contracts to a contractor having exhibited an inability or unwillingness to fulfill contractual requirements and/or the unsatisfactory performance of a contract and to protect the interest and integrity of the procurement process. The seriousness of the contractor's acts or omissions showing non-responsibility; the ability and willingness of the contractor to promptly correct them; any mitigating factors; and the public interest should be considered in making any debarment decision. Contractors meeting the above may be debarred for a period of (1) one year or (1) one bid period cycle whichever is longer.
- B. **Causes for debarment** may include, but are not limited to, the following acts:
1. Conviction of or civil judgment against the contractor or any of its principals or affiliates within the last five (5) years for:
 - a. Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract.
 - b. Violation of federal or state criminal statutes or civil antitrust, false claim, or procurement laws.
 - c. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, receiving stolen property, or other offense involving moral turpitude.
 - d. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a government contractor or subcontractor.
 2. Failure to have an effective business ethics and compliance training and reporting program in place for officers and employees.
 3. Listing on the Excluded Parties List (EPLS) maintained by the General Services Administration: <https://www.acquisition.gov>

4. Subcontracting with a business concern, organization, entity, or person that has been debarred by any Agency or Department of the Commonwealth of Virginia, or which is listed on the EPLS.
5. Failure to collect and/or remit taxes may result in prohibition from contracting with the school system as set forth in §2.2-4321.1

C. Procedures governing the debarment decision making process are designed to be consistent with principles of fundamental fairness:

1. The Division, shall notify the contractor by certified mail, return receipt requested, that debarment is being considered. This notice shall include:
 - a. The reasons for the proposed debarment in terms sufficient to put the contractor on notice of the circumstances upon which it is based;
 - b. The procedures the contractor may take to examine evidence of the proposed debarment;
 - c. The contractor may submit to the Division, within thirty (30) calendar days after receipt of notice, written information and argument to the proposed debarment, including any additional specific information that raises a genuine dispute over a material fact.
 - d. The contractor may also submit information and materials showing (i) that it had an effective business ethics and compliance training and reporting program in place for officers and employees; (ii) the steps it has taken to address the conduct giving rise to the proposed debarment including, but not limited to, disciplinary action, restitution, restructuring, and additional internal controls and training; and (iii) its cooperation with government authorities and investigators.
 - e. Prior to the issuance of a written determination of debarment, the Director of Purchasing shall (i) notify the contractor in writing of the results of the evaluation, and (ii) disclose the factual support for the determination. The contractor shall have ten (10) business days for rebuttal.
 - f. The Division shall issue its written determination of disqualification based on all information in the possession of Pulaski County Public Schools, including any rebuttal information, within ten (10) business days of the date the Division received such rebuttal information.
 - g. Debarment shall commence upon notification.

TAXES:

Sales to the Division are normally exempt from state sales tax. State sales and use tax certificate of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

INSURANCE:

By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) certifying the following minimum insurance coverages are in effect at the time the contract is awarded, and will submit subsequent certifications upon policy renewals. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The vendor further certifies that the vendor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:**Minimum Limits**

- A. Workers' Compensation – Statutory limits, statutory requirements and benefits require that the Division be added as an additional named insured party on vendor's policy. (Including coverage under United States Longshoremen's and Harbor Workers Act, where applicable).
- B. Employer's Liability - \$500,000
- C. Commercial General (Public) Liability - \$1,000,000 Combined single limit. Commercial General Liability is to include Premises/Operations Liability Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Division must be named as an additional insured and receive the endorsements to the required policies.
- D. Automobile Liability - \$1,000,000 Combined Single Limit. The Division must be named as an additional insured and receive the endorsements to the required policies.

E. Malpractice/Professional Liability/Errors and Omissions Coverage - \$2,000,000 per claim, \$2,000,000 aggregate.

DRUG-FREE WORKPLACE:

During the performance of 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 violation 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 provision 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Division will publicly post such notice on the Division's website (www.pcva.us), under the Awards section (<http://pcva.us/FinanceAwards.html>).

GOVERNING LAW:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Pulaski County, Virginia. The vendor shall comply with all applicable federal, state and local laws, rules and regulations, as well as School Board Policy.

USE OF BRAND NAMES:

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict vendors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the Division, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The vendor is responsible to clearly and

specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Division to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the vendor clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

TESTING AND INSPECTION:

The Division reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

DISPUTE RESOLUTION:

Any claim or breach against the Division must be reported to the Division within the time limits set forth in § 2.2-4363 of the Code of Virginia. The Division will respond in writing within 90 days.

SPECIAL TERMS AND CONDITIONS:

ISSUING AGENT:

The Division's Finance Department is issuing this RFP on behalf of the Division's Office of the Superintendent. Vendors are specifically directed NOT to contact any Division personnel, other than specified personnel identified in this RFP, for meetings, conferences or technical discussions that are related to the RFP. Unauthorized contact of any Division personnel may be cause for rejection of the Vendor's RFP response.

LATE PROPOSALS:

The vendor's name and address should be marked clearly on the proposal submission. Late proposals will not be considered and will be returned to the vendor unopened. The official receipt of the proposal is based upon the date and time stamp in the Division's Finance Department. For the purpose of this proposal, the time clock in the Finance Department of the Division is the official time. Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to the Finance Department for the premature opening of a proposal not properly addressed and identified. The Division cautions vendors to assure actual delivery of mailed or

hand-delivered proposals directly to the Finance Department of the Division prior to the date and time established as the deadline.

WEATHER CLOSING:

In the event of inclement weather, resulting in the Division's business offices being closed on the date a Bid / RFP is due; the due date is rescheduled for the same time on the next business day that the Division's business offices are open.

PROPOSAL COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the Division to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Division or for participating in any selection interviews.

ACCEPTANCE:

Submission of any proposal indicates the vendor's acceptance of the conditions contained in this RFP in addition to any addenda issued by the Division's Finance Department unless clearly and specifically noted otherwise by the vendor. Such notice, however, may result in the vendor being declared non-responsive.

ADDITIONAL INFORMATION:

The Division reserves the right to ask any vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Division deem desirable. Further, the Division reserves the right to order items from state contracts or other competitively negotiated contract such as US Communities contracts if it is deemed the best interest of the Division.

ADVERTISING:

In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Division will be used in product literature or advertising without permission from the Division. The vendor shall not state in any of its advertising or product literature that the Division has purchased or uses its products or services.

HOLD HARMLESS CLAUSE:

The vendor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Division, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's

fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the vendor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

WORKMANSHIP AND INSPECTION:

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The Division may, in writing, require the vendor to remove any employee from the contract that the Division deem inappropriate for contract performance.

CONFIDENTIAL MATTERS:

All data and information, gathered by the vendor and its agents, including this RFP and all reports, recommendations, specifications, and data, shall be treated by the vendor and its agents as confidential. The vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the Division. The Division recognizes that some of the material received from the vendors may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of the Division or that which is mandated under statute/administrative code. It is solely the vendor's responsibility to clearly identify proprietary information as such. The vendor must be able to document the basis for information being marked as proprietary, and may not submit proposals in which the entire document is marked proprietary.

APPROPRIATION CLAUSE:

Failure of the School Board to fund or the Pulaski County Board of Supervisors to appropriate funds in any year for payment in full required by this contract or any other provisions herein during the term of the contract shall terminate this contract and render it null and void, without any further liability on the part of the Division of any kind whatsoever, except for its obligation to maintain the product described and to surrender possession of the same to the seller. This contract shall not constitute a debt of the County of Pulaski or the Division, within the meaning of any limitations or indebtedness of the Division or the County of Pulaski, under the constitution or laws of the Commonwealth of Virginia.

SEVERABILITY:

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

PAYMENT OF TAXES:

All vendors located or owning property in the County of Pulaski shall assure that all real estate and personal property taxes are paid.

RETENTION OF VENDOR MATERIAL:

The Division reserves the right to retain all proposals, excluding proprietary documentation, regardless of which response is selected. No proposals will be sent back to vendors.

PRODUCT SUBSTITUTION:

During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product, services and/or software identified in the solicitation without the prior written consent of the Division.

OWNERSHIP OF INTELLECTUAL PROPERTY:

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Division. On request, the vendor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Division to evidence the Division's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

CONFIDENTIALITY:

All student data is considered to be confidential under this Agreement as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 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. All student data received by the vendor shall be maintained by the vendor in a secure location.

During the term of the contract, the vendor shall respect the privacy of all confidential data, information, and other such matters entrusted to it in the course of its performance of the services requested herein. At the conclusion of the term of the contract, or upon termination thereof, the vendor shall return to the Division all such confidential data,

information, and other such matters belonging to the Division in the original format, unless otherwise requested by an authorized representative of the Division, and further agrees not to release such information without the express written permission of the Division.

WARRANTY:

To the extent feasible, the vendor warrants that all services will be rendered in a professional, consistent, and safe manner for the length of the contract. The vendor will meet as required with the appropriate Division staff to ensure all issues are handled in a timely manner.