



**Petersburg City Public Schools
Request For Proposal: Alternative Education Program**

Issue Date: December 19, 2018
Title: Alternative Education Program
RFP 19-002
Issuing Agency: Petersburg City Public Schools
255 E. South Boulevard
Petersburg, VA 23805
Issuing Entity and Location: Petersburg City School Division
Initial Period of Contract: July 1, 2019 – June 30, 2020

Sealed proposal will be received in the Procurement Office until 3:00 P.M. January 9, 2019 furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date was changed by an Addendum.

All inquiries, questions, and requests for information should be directed via e-mail to chburnette@petersburg.k12.va.us or by phone at 804-862-7057.

PROPOSAL MUST BE DELIVERED OR MAILED TO THE PETERSBURG CITY SCHOOLS OFFICE, 255 E. SOUTH BLVD., PETERSBURG, VA 23805, PURCHASING DEPARTMENT, TO THE ATTENTION OF CHRISTOPHER BURNETTE (See Appendix E. Identification of Proposal Envelope.). It is recommended that proposals are hand delivered.

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

Zip Code: _____
eVA Vendor ID or DUNS #: _____
Fax Number: (____) _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to allow Petersburg City Public Schools (PCPS) to select an Offeror(s) to provide educational and behavioral support services, in a public/private partnership arrangement, for students at-risk of: a) dropping out of school, b) school suspension/ expulsion, and/or c) academic failure. More specifically, the Offeror would provide the abovementioned services to students in grades six through 12, including students with disabilities, who have significant attendance challenges, low academic performance and/or significant disciplinary challenges.

II. STATEMENT OF NEEDS

All proposals must be made on the basis to **meet** or **exceed** the requirements contained herein. The proposal must identify each bulleted component:

- The contracted offeror shall at a minimum provide the following services:
- Instruction to students enrolled in the alternative program that is aligned with Virginia's curriculum framework and PCPS curricula and pacing resources.
- All required courses for high school graduation and a contingency of electives.
- An instructional program aligned with the Virginia Standards of Learning (SOL).
- Technology, materials, and resources needed to effectively deliver instruction aligned with the state curriculum (if the Offeror elects to use textbooks that differ from PCPS textbooks they must be on the state's approved list).
- Services and programming that align with school improvement requirements as defined by PCPS and the VDOE.
- Teachers, with a minimum of two years teaching experience, who are: a) eligible for hire by a Virginia public school division (as established by the Virginia Department of Education), b) licensed in the respective areas they are assigned to teach, c) trained in a research or evidence-based de-escalation program and d) trained in behavior modification.
- Staffing, at minimum, in accordance with VDOE Standards of Quality.
- Researched-based intervention program(s), approved by Petersburg City Public Schools, to support reading, writing and mathematics.
- Academic guarantees of 1.5 years grade level growth in reading and mathematics for all students or the Offeror will provide summer remediation, after-school tutoring, and I or weekend programs services for the student(s) at no additional cost.
- An opportunity for students to earn career and technical education (CTE) credits via face-to-face or online instruction provided by the Offeror that supports students' identified diploma options.
- Special education services to enrolled students with disabilities (SWD) in accordance with federal and state regulations and local administrative procedures.
- Services to students with Language Instruction Educational Program (LIEP).
- Standard of Learning (SOL) testing and district approved assessments to all program participants (students) in accordance with VDOE and PCPS requirement.
- Accurate and complete records of student data, such as grades, assessment scores, discipline, and attendance, as required by law, VDOE, PCPS policy and administrative procedures.
- Instruction to approximately 60 students [enrollment in the alternative program may vary based on division (PCPS) need].



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- Transition and follow-up monitoring services (at minimum 1 year) for students who return to comprehensive programs and/or schools.
- A system to track student recidivism rates (return to the alternative program).
- Safe environment that is conducive to teaching and learning.
- Services to support increased student attendance
- Services to increase prosocial behavior and decrease student disciplinary infractions.
- Quarterly and end-of-year summary reports to the designated central office administrator that demonstrate program impact on student behavior, attendance, academic achievement and recidivism. Specific elements to be addressed in the summary reports will be provided to the selected contractor. Individual student reports and/or other supporting documentation must be provided by the contractor to the division upon request.
- Semi-annual reports to the School Board regarding program performance (specific elements to be addressed in the reports will be provided to the selected contractor).
- Additional out-of-school time (time beyond the school day and/or academic calendar year) to address students' academic and/or social/emotional needs.
- PCPS administrators will review the performance of the current principal in consultation with the offeror. Principal will consult with PCPS to obtain operational flexibility in the areas of scheduling, staffing, curriculum and budget.
- Ensure that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff in consultation with PCPS and retaining only those who are determined to be effective and have the ability to be successful; (2) preventing ineffective teachers from transferring to these schools; and (3) providing job- embedded, ongoing professional development informed by the teacher evaluation and support systems and tied to teacher and student needs.
- Pending PCPS approval, redesign the school day, week, or year to include additional time for student learning and teacher collaboration.
- Strengthen the school's instructional program based on student needs and ensuring that the instructional program is research-based, rigorous, and aligned with state academic content standards.
- Use data to inform instruction and for continuous improvement, including providing time for collaboration on the use of data.
- Establish a school environment that improves school safety and discipline and addresses other non-academic factors that impact student achievement, such as students' social, emotional, and health needs.
- Provide ongoing mechanisms for family and community engagement.
- Implement a transition plan, as approved by the school division that outlines student criteria for transition back to comprehensive schools (e.g. level system).

III. OFFEROR QUALIFICATIONS

The Offeror(s) must meet the following minimum qualifications:

- Provide evidence that Offeror has the resources and personnel available to respond to and fulfill the needs of the division for contracted alternative program services as needed through the term of any resulting contract.
- Provide a draft instruction and support plan that addresses the services outlined in the statement of needs of this RFP (Section II).
- Provide supporting documentation of Offeror's current financial condition and annual reports for the past three (3) years. If Offeror is privately held, supply sufficient



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information to document the company's financial status and capability to perform under any resulting contract.

- Describe the Offeror's experience and provide evidence of success in providing an alternative program in general and in public schools in particular.
- List divisions where the Offeror is currently providing alternative programs include client contact information and outline the scope of service provided.
- Include profiles of support/administrative personnel who will assist the program director and describe how the Offeror's company will ensure the best performance.
- Describe the Offeror's knowledge and experience with federal and state (VA) school improvement requirements.
- Include an organizational chart that includes all positions that will assist in the support of the alternative education program.
- **Indicate any requirements of the RFP that cannot be met by Offeror.**
- Ensure that all services paid for under any resulting contract are rendered only to students designated by PCPS.
- Abide by the requirements of the Family Educational Rights & Privacy Act (FERPA), the Health Information Portability and Accountability Act (HIPAA), all Virginia statutes related to the confidentiality of student educational and medical records and the Virginia Freedom of Information Act (FOIA).
- Describe its plan to coordinate with community-based organizations, approved by Petersburg City Public Schools' Office of Community Partnerships or Family and Community Engagement, offering wrap-around and/or family services to enrolled students.
- Describe its ability and plan to expand the program to address the needs of like elementary-aged youth should the need arise within the school division.
- Describe its ability to implement a center-based program at a comprehensive school and its ability to provide a subset of alternative program services at comprehensive schools should the need arise within the school division.

IV. SPECIAL REQUIREMENTS/INFORMATION

- Students assigned to the alternative program/school remain a part of PCPS membership.
- PCPS estimates the alternative program will serve 60 students. However, PCPS may have more than 60 students enrolled for the alternative program at any point in the year. PCPS will be billed based on the agreed upon student enrollment number (e.g. 60 students) and will be billed an additional designated rate for every additional 10 students for any month where the average number of students **present** for per day that month exceed the agreed upon enrollment number by at least 10.

Sample Rate Calculator

Average Number of Students Present Per Day for the Month	Additional Rate
61-69	No Additional Rate
70-79	Designated Additional Rate
80-89	Negotiable
90-99	Negotiable



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V. PROGRAM TASKS

- Offeror will provide the services described in Section 2 Statement of Needs.
- Offeror(s) will have the necessary staff available by **July 1, 2019** to begin provision of service as described in Section 2 Statement of Needs.
- Financial Plan
 - Offeror to provide annual financial plan for services described in Section Statement of Needs.

VI. PROPOSAL PREPARATION

A. GENERAL INSTRUCTIONS

1. RFP Response: In order to be considered for selection, offerors **must** submit a complete response to this RFP. **One (1) hardcopy of the original proposal with original signatures, and five (5) hardcopies of the original proposal must be submitted.**
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. In order for proposals to be considered, it must be clear, concise, complete, well organized and demonstrate both respondent's qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important. The proposals shall be organized in the format listed below and shall be limited to fifty (50) pages (excluding attachments and appendices) on 8 ½" x 11" paper with all responses bound with tabs separating each section.
 - c. Failure to provide all requested information or deviation from the required format may result in disqualification.
 - d. Each copy of the proposal must be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Ownership of all data, materials, and documentation originated and prepared for PCPS pursuant to the RFP shall belong exclusively to PCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or



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other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Selection Advisory Committee. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. PCPS will schedule the time and location of these presentations. Oral presentations are an option of the purchasing department and may or may not be conducted.

VII. FORMAT OF SUBMISSION

Please format your proposal to address the requirements as outlined below.

All Proposal submissions are to contain the following distinct divisions, should be limited to no more than 50 pages and should include:

- A concise delineation of the firm's capability, experience and approach to the task outlined in this request.
- Vendor qualifications, references and staffing to be assigned to the project and their experience and qualifications.
- An organizational chart.
- A list of similar projects.
- Proposed work plan and schedule.
- Cost to provide services.

VIII. EVALUATION AND AWARD CRITERIA

Firms submitting proposals are advised that all proposals will be evaluated to determine the firm deemed most qualified to meet the needs of PCPS. The selection criteria will include, but not be limited to, the items listed below:

1. Ability to meet the requirements of each section of the RFP	25%
2. Understanding of the Responsibilities and Qualifications	20%
3. Quality of vendor's history	20%
4. Interview (if applicable)	15%
5. Capability Statement/Years of Professional Experience/Training	10%
6. Costs	10%
TOTAL:	100%



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IX. PROCESS FOR SELECTING FIRM

A Selection Evaluation Committee will evaluate and select those firms deemed to be the most highly qualified to perform the required services. The Selection Evaluation Committee may choose to interview any, all, or none of the respondents as may be in the best interest of PCPS. If interviews are held, selected firms will be notified as to place, time, date and purpose of the interview. Firms that have not been selected will be notified in writing after the conclusion of the selection process.

EVALUATION CRITERIA: Proposals shall be evaluated by the Selection Evaluation Committee utilizing the criteria as cited above. A recommendation will be made from the collaboration of the Committee.

AWARD TO OFFEROR:

Selection shall be made to one offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including cost. While cost shall be considered, it need not be the sole determining factor. After a recommendation has been received from the Selection Evaluation Committee and negotiations have been conducted, PCPS select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. PCPS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (Code of Virginia, § 2.2-4359D).

The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the offeror's proposal as negotiated. Similarly, any materials provided by the offeror for the purpose of PCPS to evaluate the proposal might be referenced to become part of the purchase agreement between PCPS and the offeror.

X. GENERAL TERMS AND CONDITIONS

The general conditions set forth herein apply for contractual services rendered to PCPS. All offerors are bound by these conditions. Further, these conditions and requirements become part of any contract awarded between PCPS and the successful offeror.

Any changes in the general conditions after the proposal is advertised will be official only when submitted in writing and signed by the Purchasing department. Any and all changes will be made by addendum and all offerors notified. All addenda issued will become a part of the proposal.

Should an offeror find discrepancies, ambiguities, and require clarification, he/she should notify the Purchasing Department at least five (5) days prior to the date set for opening of proposals. Such notifications should be directed as follows:

Christopher Burnette, Buyer
Petersburg Public Schools
Phone: (804) 862-7057



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Service provider is responsible for following all state and local codes related to business licenses including paying for and securing all required business licenses.

Every bidder (or offeror) shall include in its bid (or proposal) the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the bidder (or offeror) 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, the bidder (or offeror) shall include in its bid (or proposal) a statement describing why the bidder (or offeror) is not required to be so authorized. Any bidder (or offeror) that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the City Administrator.

A. Proposal Procedures

1. The required number of copies of the proposal must be signed, sealed, and received at the School Board Office, prior to the closing hour, with the proposal name and RFP# shown clearly on the face of the envelope. Proposals offered by telephone, facsimile or electronically will not be accepted. Proposals delivered in person must be delivered to the School Board Office, 255 South Blvd East, Petersburg VA 23805
2. In submitting a proposal, the offeror signifies that he/she is fully informed as to the extent and character of the supplies, materials, equipment, and services necessary to perform this proposal in accordance with all documents constituting the proposal and will comply satisfactorily with the proposal documents.
3. All information required by the solicitation must be supplied to constitute a responsive proposal. All information submitted including prices must be typed so as to ensure legibility. However, the offeror's signature shall be handwritten in ink in order for the proposal to be considered.
4. The offeror expressly warrants that the services proposed herein are not the result of an agreement or understanding expressed or implied with any other offeror or offerors.
5. In the case of a tie, preference shall be given to goods, services, and construction products in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available. Otherwise, the tie shall be decided by lot.
6. Any proposal submitted with corrections must have the corrections initialed by the person who signed the original proposal. No proposal changes will be permitted at the opening. The unit price will prevail in the event an error is made in computing totals.



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7. PCPS requires that the proposal remain firm 90 days after the date of the closing. At the end of the 90 days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
8. PCPS is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by PCPS at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in §630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
9. Right is reserved to waive any and all informalities and to cancel or reject any and all proposals.
10. The successful offeror shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or the right, title, or interest therein, or the power to execute written consent of PCPS.
11. Proposals will be received up to the appointed hour. However, PCPS officials reserve the right to take sufficient time to study the various proposals and then make the award. The contract will be awarded as promptly as possible after the closing date.
12. If proposals are submitted by Federal Express, UPS, or other commercial carrier, the following address must be used:

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255 South Blvd. East
Petersburg, Virginia 23805
13. Offerors may be required under Chapter 11, Title 54 of the Code of Virginia to show evidence of certificate of registration.
14. Failure to comply with conditions set forth herein may result in removal of an item(s) or total proposal from consideration.

B. Anti-Discrimination



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By submitting their proposals, offerors certify to the PCPS 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*. 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 (*Code of Virginia* §2.2-4343.1).

In every contract over \$10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin or disabilities, except where religion, sex, or national origin 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.
2. The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

C. Payments

1. Billing will be directed to Petersburg Public Schools, 255 South Blvd East, Petersburg, VA 23805. Payment will be made after successful completion/installation and the receipt of a proper invoice.
2. Payment shall not preclude PCPS from making a claim for adjustments on any item later found not to have been in accordance with General Conditions and Specifications.

D. Disputes/ Protest of Award or Decision to Award



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Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Office no later than ten (10) business days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought.

E. Insurance

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, the following insurance coverages will be in effect at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §2.2-4332 and §65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor 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 Coverages and Limits Required:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability – \$100,000.
3. Commercial General Liability - \$500,000 – 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. CCPS must be named as an additional insured when requiring a contractor to obtain Commercial General Liability coverage.
4. Automobile Liability – \$1,000,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

F. Nondiscrimination of Contractors

An offeror or contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, then PCPS shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

G. Drug Free Workplace

In every contract over \$10,000 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



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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 specified 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 any controlled substance or marijuana during the performance of the contract.

H. Immigration Reform and Control Act of 1986

By submitting their proposal, offerors 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 and Reform and Control Act of 1986.

I. Authorized To Transact Business

Pursuant to §2.2-4311.2 to the *Code of Virginia* (effective July 1, 2010) each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

J. Employee Certification

Bidders shall certify (Appendix B – Employee Certification) that any of the employees who will provide services under a resulting contract and will be in direct contact with Petersburg Public Schools’ students, defined as in the presence of students during regular school hours or during school-sponsored activities, (i) has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) such person has not been convicted of a crime of moral turpitude. Bidders shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors’ employees.

K. Cooperative Procurement

The procurement of goods and/or services provided for in this solicitation is being conducted pursuant to §2.2-4304 of the *Code of Virginia*. Therefore, the offeror or bidder is advised, and by submitting a response to this procurement, such offeror or bidder agrees that any resulting contract from this procurement may, in addition to Petersburg City Public Schools, also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror or bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with §2.2-4304 of the *Code of Virginia*. Petersburg City Public Schools shall not



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be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

L. Availability of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

M. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

N. Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

O. Ethics in Public Contracting

By submitting their proposals, offerors 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 offeror, 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.

P. Debarment Status

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

Q. Antitrust Law

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



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R. Qualifications of Offerors

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

S. Testing/Inspection

PCPS reserves the right to conduct any test/inspection it may deem advisable to services conform to the specifications.

T. Assignment of Contract

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

U. Changes to the Contract

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

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. PCPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the PCPS's written decision affirming, modifying, or revoking the prior written notice. If PCPS decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the PCPS a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or



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- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to PCPS's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present PCPS with all vouchers and records of expenses incurred and savings realized. PCPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to PCPS within thirty (30) days from the date of receipt of the written order from the PCPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by PCPS or with the performance of the contract generally.

V. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, PCPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PCPS may have.

W. eVA Business-to-Government Vendor Registration, Contracts, and Orders

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with



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the eVA transaction fee specified above assessed for each order. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

X. Severability

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

Y. Antitrust

Any perceived incidence of price fixing or antitrust violation shall be reported to the State Attorney General for possible enforcement of the antitrust laws.

Z. Assignment

Neither the School Board nor the Contractor shall assign, sublet or transfer its interest in the Contract to any party, even if the Contractor is taken over by another party, without the prior written consent of such other party. The School Board has the right to terminate the contract with thirty (30) days' notice if the Contractor's interest is assigned without prior written consent or the Contractor is brought or taken over by another party.

XI. SPECIAL TERMS AND CONDITIONS

A. Record Retention and Audit

All records, reports, and documents relating to this contract shall be maintained by the contractor for a period of five (5) years following final payment (the "Audit Period"). Such records, reports, and documents shall be subject to review and audit at mutually convenient times.

B. Cancellation of Contract

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. Confidentiality of Personally Identifiable Information

The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's



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and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

D. Indemnification

The contractor hereby assumes all liability for agrees to indemnify and hold harmless PCPS and their officers, authorized representatives and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorney's fees) and expenses resulting from any material breach of the representations, warranties and covenants of the contractor contained in the contract documents or from any injuries to persons or property caused by the negligence or alleged negligence of the contractor or its subcontractors, employees, or authorized representatives, or in any other manner arising out of the performance of this contract.



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XII. ATTACHMENTS

Appendix A

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

Terms and Conditions: ALL enclosed General and Special Terms and Conditions shall apply to this Request for Proposals. Offerors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaging in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Government Frauds Act, the Virginia Government Bid Rigging Act, Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a representative, for the offeror:

Name of Firm or Individual: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: _____ Fax: _____

E-mail Address of Signer: _____

FEI/FIN No. _____ Date: _____



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Appendix B

EMPLOYEE CERTIFICATION

Name of Contractor: _____

Pursuant to §22.1-296.1 of the *Code of Virginia*, prior to awarding a contract for the provision of services that require the contractor and/or employees (or subcontractors) to have **direct contact with students**, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he/she has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) such person has not been convicted of a crime of moral turpitude.

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 to provide such services and, when relevant, the revocation of any license required to provide such services.

For the purposes of this subsection, **direct contact with students** means being in the presence of students during regular school hours or during school-sponsored activities.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services to the School Division under the resulting contract (i) will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) such persons have not been convicted of a crime of moral turpitude. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Signature of Authorized Contractor Representative

Printed Name of Authorized Contractor Representative

Printed Name of Vendor (if different than Representative)

Date



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Appendix C

AUTHORIZED TO TRANSACT BUSINESS

Pursuant to §2.2-4311.2 to the *Code of Virginia* (effective July 1, 2010) each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

- A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is _____.
- B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is _____.
- C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):



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Please use the following space to explain why such bidder/offeror is not required to be authorized to transact business in Virginia, if needed.

Appendix D

Proprietary/Confidential Information Identification

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the offeror must invoke the protections of VA Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Form follows on the next page.



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Appendix E

Identification of Proposal Envelope

The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

FROM: _____

_____	_____	_____
<i>Name of Offeror</i>	<i>Date</i>	<i>Time</i>
_____		_____
<i>Street or Box Number</i>		<i>RFP#</i>
_____		_____
<i>City, State, ZIP Code</i>		<i>RFP Title</i>

If mailed and not identified appropriately, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location. No other correspondence or other bids/proposals should be placed in the envelope.