

SOLE SOURCE JUSTIFICATION FORM

One-time sole source:

Extended sole source (ESS) for time period: 7/1/2015-6/30/2016

VENDOR: Allied Instructional Services

ADDRESS, PHONE & FAX: PO Box 2214, Ashland, VA 23005

BRIEF DESCRIPTION OF GOODS/SERVICES: Deaf & Hard of Hearing Services

BUDGET CODE: 4-205-062240-3000-900-000

ESTIMATED ANNUAL EXPENDITURE FOR THE ABOVE COMMODITY OR SERVICE: \$28,000.00

CHECK THE APPLICABLE JUSTIFICATION AS NOTED BELOW, COMPLETING THE REQUIRED JUSTIFICATION IN THE TEXT BOX IF REQUIRED. FAILURE TO PROVIDE REQUIRED JUSTIFICATION WILL RESULT IN REJECTION OF THE SOLE SOURCE REQUEST.

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER/PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS AND THIS IS THE ONLY KNOWN ITEM OR SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT, OR PERFORM THE INTENDED FUNCTION. (Attach the manufacturer's written certification that no regional distributors exist AND complete justification in text box below indicating how this good/service was chosen and why.)

Click here to enter text.

2. SOLE SOURCE REQUEST IS FOR THE ONLY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER/PROVIDER AND THIS IS THE ONLY KNOWN ITEM OR SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT, OR PERFORM THE INTENDED FUNCTION. (Attach the manufacturers -- not the distributor's -- written certification that identifies all regional distributors AND complete justification in text box below indicating how this good/service was chosen and why.)

Click here to enter text.

3. THE ITEM IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER OR THE PARTS/ EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Use text box below to explain justification.)

Click here to enter text.

4. NONE OF THE ABOVE APPLIES. (A detailed justification/explanation must be made in the text box below.)

Allied Instructional Services is the sole source for providing Deaf & Hard of Hearing Services by a Certified Teacher endorsed in Deaf and Hard of Hearing. Knowledgeable in ASL and cochlear implants. Their services are required as we continue our search to replace the teacher who formerly held this position and who retired in June, 2014. -See Additional Justification below

THE UNDERSIGNED REQUESTS THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT CONTRACT BE AWARDED TO THE VENDOR IDENTIFIED AS THE SUPPLIER OF THE SERVICE OR MATERIAL DESCRIBED IN THIS SOLE SOURCE.

NAME OF DEPARTMENT/DIVISION/SCHOOL: Office of Special Education, Diagnostic & Counseling Services

DEPARTMENT/DIVISION HEAD/PRINCIPAL SIGNATURE: Randy Corpening, Director

Note: ACTUAL signature required for Sole Source requests of \$50,000 or more; typed signature accepted for under \$50,000.

SOLE SOURCE AUTHORIZATION BY PROCUREMENT DIVISION, ONLY

APPROVED BY PURCHASING: Susan R. Monaco

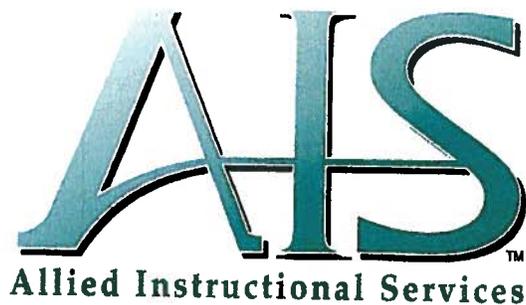
DATE: 10/23/15

IF DISAPPROVED, THIS FORM WILL BE RETURNED TO THE ORIGINATOR UNSIGNED WITH AN EXPLANATION.

Per Chris Markin w/ Allied & the attached email this vendor is not a staffing firm as other operations of this type. They indicate that they are the only entity w/ in the State of Va + on the East Coast that provide Direct Student Services spoke w/ Allied on 10/23/15 at rates of \$45/Hr portal to portal + \$55/Hr for Report writing etc. remain the same. Rev. 12/5/12

Sole Source Form, Fauquier County Procurement Division

KHD 10/23



October 21, 2015

To whom it may concern:

This sole source letter is written pursuant to the VA procurement code section 2.2-4303 and will facilitate services for vision services and orientation & mobility beginning on July 1, 2015 to Fauquier County Public Schools. Allied Instructional Services, owned and operated by Karen Walker, is the sole source provider for services to students with visual impairments, which is deemed as a needed service through an Individual Education Program by the Department of Special Education in Fauquier County Public Schools.

Allied Instructional Services provides services to students from Birth to 22 with their multi-talented certified teaching staff. These services include: Vision Services, Deaf and Hard of Hearing Services, Autism Services, Audiology, Assistive Technology, Occupational Therapy, physical therapy and Orientation and Mobility Services. The staff members, designated for Fauquier County Public Schools, will provide students who are blind or visually impaired with appropriate services that will meet their unique individual needs. AIS is the only entity in the State of Virginia providing Direct Services, Indirect Services, and consulting services to students with visual impairments by an endorsed and/or certified provider that are directly supported and supervised by individuals also holding endorsements in the field of visual impairments. Allied Instructional Services is not a staffing company. We are a programming company providing school divisions with service providers, who are highly qualified and are led by a staff member with the same qualifications.

The President and CEO of Allied Instructional Services received her bachelor's degree in visual disabilities with a dual certification in Visual Impairments and Orientation and Mobility from Florida State University (FSU). She continued at FSU to receive her Master's degree in special education with a concentration in emotional disabilities and learning disabilities. She has been working in the field of blindness and visual

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www.alliedinstructional.com

impairments for the past 25 years. Ms. Walker has been privately contracting services for the past 20 years and is currently serving 91 school divisions in the Commonwealth. During her years of teaching, she has not only been a mentor teacher for several practicum students and first year teachers, but she is also employed as an Internship Supervisor for the Vision Program at George Mason University. She is the current Past President of the Virginia Association for the Education and Rehabilitation of the Blind and Vision Impaired. She and the AIS staff is dedicated in providing the best services possible to ensure that the individual educational needs of all students with visual impairments are met in accordance with the laws and regulations in Virginia.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Martin', with a long horizontal line extending to the right.

Chris Martin, Senior Vice President

CONTRACT FOR SERVICES
Fauquier County Public Schools Division
and
Allied Instructional Services, Inc.

THIS AGREEMENT is made and entered into this 16th day of October, 2014, by and between Allied Instructional Services, Inc., a Virginia corporation with an address at P.O. Box 2214, Ashland, VA 23005 ("AIS"), and Fauquier County Public Schools Division, with an address at 320 Hospital Drive, Warrenton, VA 20186 ("Division").

This Agreement together with the aforementioned documents (the "Contract Documents") collectively form the complete agreement of the parties hereto (the "Contract"), supersedes all prior negotiations, representations or agreements, either written or oral, and all are as fully a part of the Contract as if attached to this Agreement herein. If any provision of the Contract Documents conflicts with another provision, this Agreement shall govern.

Initial Term: This contract shall be effective on July 1, 2014 and shall continue in full force until June 30, 2015 unless **otherwise noted below**, by checking the box to the left of the "**Renewal Term**."

Renewal Term: (optional: check if desired) **This agreement shall automatically renew for successive one-year terms.** Any renewal of this Agreement shall be on terms and conditions as set forth in the Contract Documents except as mutually agreed otherwise by the parties.

Services to be Provided: Division hereby engages AIS for the provision of the Services described in this Agreement and AIS agrees to cause said Services to be provided for Division. AIS acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by similar businesses and further represents that in the performance of the Services herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by AIS under similar conditions and like circumstances and shall perform such duties without neglect. Any equipment, supplies, or materials used in the performance of this contract shall be provided by Division except as otherwise agreed by the parties.

AIS ("Services") shall provide or cause to be provided by service providers the following:
 (Please check desired Service/s)

Please check	Service Name	Service Provider Description
	Vision Services	Certified Teacher endorsed in Blindness and Visually Impairments
	Orientation and Mobility Instruction	Professionally Trained Orientation and Mobility Instructor, who holds or is qualified to sit for NOMC or COMS certification
✓	Deaf and Hard of Hearing Services	Certified Teacher endorsed in Deaf and Hard of Hearing knowledgeable in ASL and cochlear implants
SY2014-2015	Deaf/Blind Communication Specialist/Intervener	Deaf/Blind Specialist who has received professional training in

		deaf/blindness
	Consulting Services	Certified Special Education Teacher/Consultant who has received professional training in Autism, Behavior, Special Education policies/leadership, and Assistive Technology
	Interpreting Services (not at above rate, but at interpreter rates, please call for quote)	State qualified sign language interpreter
	Physical Therapist	Licensed Physical Therapist
	Occupational Therapist	Licensed Occupational Therapist

Scope of Services: The Services will include:

- Direct or consultative services as governed by student's Individualized Education Programs (I.E.P.'s.)
- Assessing students using appropriate instrument of measurement
- Ensuring appropriate materials, technology, and equipment are obtained to meet needs of each student
- Obtaining needed resources that will help to meet the needs for each student
- Maintaining up to date and accurate documentation of progress on each student
- Writing, revising and updating I.E.P.'s in accordance with division policies and procedures but not to act as sole case manager for any student (local division school to appoint in-school case manager)
- Making efforts to attend I.E.P. and/or eligibility meetings upon request
- Confering with parents/guardians, medical personnel, teachers and other school personnel as necessary
- Work related commute, to and from services site(s).
- Adhering to pertinent laws, regulations, and policies as they relate to the assignment.

AIS will recruit, hire and provide contractors to provide Services at School's premise(s) under Division's supervision. AIS retains the sole right to select contractors to provide Services, but AIS agrees all contractors providing Services shall be pre-approved by Division for the assigned Services. AIS recognizes that contractors who are assigned to provides Services may have access to certain information of Division and students which may be proprietary and confidential. AIS will require each of the personnel to treat this information as confidential and agree not to disclose it to any third person.

Payments: Division agrees that the rate of reimbursement for the above service/s provided, with the exception of interpreting services, will be that of \$75.00 an hour for infield service and portal to portal (travel to and from school division). The fee for work completed from home office (report writing, materials preparation, etc.) will be that of \$55.00 an hour. Notice of need to cancel, i.e. student illness/absentee, must be made at least 3 hours in advance of scheduled service or regular daily charge will apply.

Division shall pay Allied Instructional within thirty (30) days of receipt of invoice from AIS. If any fees due hereunder are not paid when due, interest shall accrue on the amount not paid when due at rate of one and one-half percent (1 ½ %) per month until paid.

Discounts: A twenty-five percent travel discount (portal charge) is given when an individual service provider either exceeds 5 hours of work within the school division in one day or 15 hours of work within the school division in one week.

AIS agrees to waive portal charges when an individual service provider is contracted to Division for 35 or more hours of work within the school division in one week.

Fees: Division agrees to reimburse AIS for canes issued to student(s) by AIS when necessary for instructional purposes at a rate of \$40.00 per cane.

Should Division opt to offer employment to, hire directly or indirectly or otherwise contract with (1) the contracted individual service provider (2) any other potential contractor contacted by AIS and identified to the client, or (3) previous individual service provider with AIS that worked with AIS in the last 12 months. Division agrees to pay AIS an additional amount equal to twenty percent (20%) of the first year salary (excluding bonus, vacation, health and employee welfare benefits) to be paid by Division to such hired individual service provider.

Cooperative Purchasing: The terms and conditions of this Agreement may be extended to any other school district or other entity to permit those other entities to contract with AIS for the goods or services set forth in this Agreement, subject to the mutual agreement of AIS and the other entity, which may include different payment terms. Division assumes no authority, liability, or obligation to AIS or to any other entity with respect to any such resulting contract.

Intellectual Property: Except as provided herein, all rights and ownership of Services Related Intellectual Property and tangible materials produced under or as a result of this contract are the property of the AIS. AIS reserves all rights, including without limitations, the copyright of tangible materials produced and/or provided in connection with the provision of Services under this contract. "Services Related Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which AIS conceives, develops, or makes in connection with providing Services under this Agreement, but does not include any Preexisting Intellectual Property and any property owned by Division and provided by Division to AIS or its contractors for performance of Services, title to which shall remain in Division and which shall be used only in the performance of this Agreement unless otherwise authorized in writing by Division. "Preexisting Intellectual Property" means any inventions, discoveries, processes, formulas, data, techniques, know-how, computer programs and other intellectual property along with improvements and enhancements thereto, whether or not patentable, formulae, trademarks, related documentation and all other forms of copyrightable or patentable subject matter, which Division has conceived, developed, or made prior to the date of this Agreement or otherwise not produced in connection with Services to be provided under this Agreement.

This Agreement is for use by the Division only and may not be duplicated, distributed, or verbally communicated without the written permission of AIS.

Termination: Each party has the right to terminate this agreement if the other party is in default of agreement hereunder which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice

of such default (or such additional cure period as the non-defaulting party may authorize). Either party may terminate of this Agreement upon thirty (30) days' written notice to the other party or upon mutual agreement by both parties. Upon termination of this Agreement for any reason, Division shall pay all amounts due for the Services and hours worked under the Agreement.

Indemnification: Division shall not be liable for any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action incurred by AIS or any of its contractors or agents during the provision of Services as outlined in this Agreement, other than any claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from any wrongful, negligent or tortious act of Division or any of its employees, agents, representatives or students, or any breach of this Agreement by Division. AIS agrees to indemnify, hold harmless and defend Division, its officers, agents and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including reasonable attorney fees) and/or causes of action resulting from of any breach of this Agreement by AIS and any negligence or intentional misconduct by AIS for which the Division, its agents, servants or employees are alleged to be liable.

The parties acknowledge that AIS' total liability under this Agreement shall not exceed the total payments made to it by the Division. This paragraph represents the entire agreement between the parties regarding indemnification and supersedes / replaces any other references to indemnification in Contract Documents.

Assignment: Division shall not assign, or transfer any interest in this Agreement without the prior written consent of AIS, which consent shall not be unreasonably withheld, delayed or conditioned. AIS may subcontract for the provision of Services under this Agreement and may assign this Agreement in connection with any merger, sale or transfer of all or substantially all of the assets or stock of AIS. No modification of this Agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

Notices: Any notice required to be given to a party hereunder shall be deemed given on the third (3rd) business day following the mailing of any such notice, postage paid, to the address set out herein for such party.

No Authority to Bind Division: AIS has no authority to enter into contracts or agreements on behalf of Division. This Agreement does not create a partnership between the parties.

General: No amendment, change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Division and AIS. This Agreement shall be binding upon the successors and permitted assigns of the Division and AIS. This Agreement shall be construed according to the laws of the Commonwealth of Virginia, exclusive of its conflicts of law provisions. Any dispute, claim or action under this Agreement shall be brought exclusively in the appropriate state or federal court located in or for Hanover County, Virginia, and the parties irrevocably consent to the personal jurisdiction of such courts for resolution of any such dispute, action or claim. All provisions of this Agreement shall be considered severable and each enforceable provision shall remain in effect and binding upon the parties hereto regardless of any finding by any judicial, administrative or legislative body that other provisions of this Agreement are invalid or unenforceable. This Agreement may be

executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signatures: In agreement with the terms and condition of this Agreement, we have affixed our signatures as indicated below. This Agreement shall be considered by both parties as legal and binding.

AIS  10/16/14
Chris Martin, Senior Vice President Date
Allied Instructional Services, Inc.

DIVISION

 10/16/2014
Administrator Name Date
Title: Fauquier County Public Schools Procurement Manager

To: Allied Instructional Services, Inc.
PO Box 2214
Ashland, VA 23005
Phone: 804-368-8475
Fax: 804-368-8467

**ADDENDUM TO CONTRACT FOR SERVICES
Fauquier County Public Schools ("Owner")
and
Allied Instructional Services ("Contractor")**

Applicable Law and Courts: This 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 Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws, rules and regulations.

Anti-Trust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.

Immigration Reform and Control Act of 1986: The Contractor certifies 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.

Anti-Discrimination: The Contractor certifies to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 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 or 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, §2.2-4343.1(E)).

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. 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.

3. 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.

B. The Contractor 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.

Audit: The Contractor agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited. The Owner, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during said period.

Insurance Requirements: By signing this contract, Contractor certifies that it will have the insurance coverage required in the attached Insurance Checklist during the term of the contract. The Owner requires the Contractor to furnish a compliant Certificate of Insurance within five business days of request. The Contractor further certifies that they will maintain the specified coverage during the entire term of the

contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, the Owner reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

Indemnification: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

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 the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.

Sex Offender Registry Notification: The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor.

Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor.

The Contractor shall furnish the Owner with evidence verifying compliance with the services. Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this contract.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

Revised 4/4/13, Proc/HR



Fauquier County Public Schools

320 Hospital Drive, Suite 40
Warrenton, VA 20186-3037
(540) 422-7000

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CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with Fauquier County Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is 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. Fauquier County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

W.C. Martin

Type or Print Name and Title of Person
Authorized to Sign by Contractor

10/19/14

Date

[Handwritten Signature]

Signature of Person Authorized by Contractor

10/19/14

Date