



FAUQUIER COUNTY PUBLIC SCHOOLS

Contract # 26-047-S-R

Riding Loudoun County Public Schools (Contract# R24254)

HIS Sign, LLC

This Agreement is made and entered into this 9th day of September 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **HIS Sign, LLC**, having its principal place of business at 44050 Ashburn Shopping Plaza, Suite 195-639, Ashburn, VA 20147, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide American Sign Language (ASL) Interpreter Services

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through February 28, 2026 with three (3) one (1) year options to renew, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County Terms & Conditions for Services;
- (3) Loudoun County Public Schools RFP R24254 for American Sign Language (ASL) Interpreter Services dated November 30, 2023, inclusive of any attachment and addendums; and
- (4) Loudoun County Public Schools Standard Contract R24254 dated February 28, 2024, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	HIS Sign, LLC		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	<i>Matt Peav</i>	By:	<i>KBL/da</i>
Title:	COO	Title:	Procurement Director
Date:	09/08/2025	Date:	<i>9/9/2025</i>



PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 312118-5.

B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

HIS Sign, LLC

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

09/08/2025

Date

Matt Peev
Authorized Signature

Matt Peev - COO

Print or Type Name and Title

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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 (figures denote 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 \$100,000 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 "I" 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 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<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.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

HIS Sign, LLC

FIRM

Matt Peew

SIGNATURE

Revised 4/8/2021, Proc/HR

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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 students and children. 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 and children on Fauquier County Public School and/or Fauquier County property 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 and/or Fauquier County 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 and children 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 child.

HIS Sign, LLC

Company Name

44050 Ashburn Shopping Plaza Suite 195-639

Company Address

Matt Peev

Print Name of Authorized Representative

Matt Peev

Authorized Representative Signature

Contract # 26-047-S-R

Contract # and Title

877-886-8879

Company Phone Number

COO

Authorized Representative Title

09/08/2025

Date

RETURN THIS PAGE

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner 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 Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner 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. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** 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 laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify 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 Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) 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 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.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An 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.
 - b. The Owner 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. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner 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 in writing 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 the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) 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 the Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **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.
37. **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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance 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.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **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 solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor 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 terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



LOUDOUN COUNTY PUBLIC SCHOOLS
DEPARTMENT OF BUSINESS & FINANCIAL SERVICES
PROCUREMENT AND RISK MANAGEMENT SERVICES
21000 Education Court, Suite #301
Ashburn, VA 20148
Phone (571) 252-1270 Fax (571) 252-1432

REQUEST FOR PROPOSAL (RFP)

RFP #: **R24254**
Title: American Sign Language (ASL) Interpreter Services
Issue Date: November 30, 2023
Procurement Specialist: Pixie Calderwood
Sr. Procurement Specialist
Pixie.Calderwood@lcps.org
Commodity Code: Interpreter/Translation Services

Initial Period of Contract: *One (1) year from date of Award through July 31, 2025.*

Sealed Proposals Shall Be Received Until: **December 15, 2023 at 2:00 PM (Eastern Time)** for furnishing the goods/services described herein.

All Inquiries for Information Should Be Provided Under the “Questions” Section in the LCPS Electronic Bidding System.

The proposal submission is required by the required deadline.

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all services, labor and/or materials hereinafter specified, and to fulfill the intent of this agreement in accordance with this document as interpreted by Loudoun County School Board, operating as Loudoun County Public Schools (hereinafter “LCPS”). The undersigned firm hereby certifies that all information provided in any schedule attached hereto is true, correct, and complete.

SOLICITATION INCLUDES:

- GENERAL SPECIFICATIONS
- STATEMENT OF NEEDS
- TERMS AND CONDITIONS

NOTE:

RESPONSES TO THIS RFP MUST BE SUBMITTED ELECTRONICALLY THROUGH THE LCPS ELECTRONIC BIDDING SYSTEM.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, color, national origin, religion, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, disability, age, or genetic information or any other basis prohibited by state or federal law relating to discrimination in employment.

TABLE OF CONTENTS

GENERAL SPECIFICATIONS	3
1. PURPOSE	3
2. BACKGROUND	3
3. SUBMISSION OF PROPOSALS.....	3
4. CONTRACT PERIOD.....	3
5. AWARD OF CONTRACT	4
6. CONTRACTOR PERFORMANCE	4
7. OFFEROR’S MINIMUM QUALIFICATIONS.....	5
8. INVOICING	5
9. SMALL, WOMEN-OWNED, MINORITY-OWNED, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES	5
10. STATEMENT OF NEEDS.....	5
11. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	8
12. EVALUATION PROCESS	11
13. SELECTION CRITERIA	12
14. CONTRACT ADMINISTRATION	12
15. REPORTING AND DELIVERY REQUIREMENTS.....	12
16. INSURANCE REQUIREMENTS.....	13
17. VA SCC COMPLIANCE:	15
18. CONTRACTOR CERTIFICATION	16
19. THE AMERICANS WITH DISABILITIES ACT	16
TERMS & CONDITIONS.....	17
EXHIBIT 1: VENDOR DATA SHEET	34
EXHIBIT 2: PROPRIETARY CONFIDENTIAL INFORMATION IDENTIFICATION	35
EXHIBIT 3: PRICNG SHEET	36

GENERAL SPECIFICATIONS

1. PURPOSE

The intent and purpose of this Request for Proposals (RFP) is to establish a multiple term contract through competitive negotiations with qualified source(s) to provide ASL interpreting services for Deaf and Hard-of-Hearing individuals including students, staff, parents, and attendees at various school and School Board functions to Loudoun County School Board, operating as Loudoun County Public Schools (hereinafter "LCPS").

2. BACKGROUND

2.1 LCPS is the third largest school division in the Commonwealth of Virginia. Established in 1870, LCPS is located in the rapidly growing Washington metro-area. Each year, approximately 2,500 new students enroll in our schools, and one to three new school facilities are opened to accommodate them.

2.2 LCPS serves approximately 84,000 students in 96 facilities: 17 high schools, 17 middle schools, 60 elementary schools and two county-wide instructional programs (Academies of Loudoun and The North Star School).

3. SUBMISSION OF PROPOSALS

3.1 Each Offeror shall respond to this solicitation using the LCPS Electronic Bidding System by December 15, 2023 at 2:00 PM (Eastern Time). Different forms of the proposal will NOT be accepted. NO FAXED, MAILED OR E-MAILED PROPOSALS WILL BE ACCEPTED.

3.2 A 'How-To Guide' for step-by-step instructions on how to respond to this solicitation can be found on the login page of the LCPS Electronic Bidding System via the following link: [LCPS Electronic Bidding System](#).

3.3 After your successful submission, the system will display 'Response Submitted' followed by the date and time stamp in the 'Response Status' field. It is the sole responsibility of the Offeror to ensure that their offer is submitted by the designated date and time stated. An incomplete submission will NOT be considered.

3.4 The digital signature must be signed by a person authorized to represent and bind the Offeror's company.

3.5 Requests for additional information or clarification of specifications must be sent via the LCPS Electronic Bidding System under the 'Questions' section. Requests for information must be received before question cutoff date and time posted under the 'Event Details' tab.

3.6 Offeror will receive a system generated email notification if an addendum has been issued.

3.7 Upon award, the solicitation in its entirety including any forms, vendor response, and addenda shall be part of the contract package.

4. CONTRACT PERIOD

4.1 The initial period of the contract will be from the date of award through July 31, 2025.

4.2 The Loudoun County School Board reserves the option to renew the award of the contract for one year at a time for a period not to exceed a total of five (5) years. Loudoun County Public Schools and the Contractor must mutually agree on the renewal of the contract. The renewal of the contract will be based on price, service capability, product availability and appropriation of funds.

4.3 Upon mutual agreement with the Contractor, LCPS may exercise the option to extend this contract for a period not to exceed one (1) additional contract year beyond the renewals provided in the original contract. Any modification to the original contract will be issued in the form of a contract modification signed by the Purchasing Agent and the Contractor.

5. AWARD OF CONTRACT

- 5.1 The award, if any, will be made to the responsive and responsible Offeror(s) that meets or exceeds the specifications and conditions of the request for proposals, that offers the best value, and is determined to be to the best advantage to LCPS.
- 5.2 LCPS reserves the right to reject any or all proposals received and to waive technicalities in any proposal.
- 5.3 LCPS reserves the right to award the proposal in total, by item, or by group of related items.
- 5.4 It is the intent of LCPS to award to one Offeror, however LCPS reserves the right to make multiple awards as a result of this solicitation if needed.
- 5.5 **Approved contractors will be considered first.** However, the Loudoun County School Board reserves the right to obtain emergency service from another source if necessary.
- 5.6 LCPS does not guarantee the purchase of any minimum or maximum number of service hours under a resulting Contract.
- 5.7 LCPS will contact the Contractor directly as the need arises. An agreement will be executed to incorporate the terms of the RFP #R24254.

6. CONTRACTOR PERFORMANCE

- 6.1 If the Contractor fails to either perform within the time specified, or within a reasonable time, or fails to perform satisfactorily in accordance with the specifications, Loudoun County Public Schools may take appropriate action to satisfy the contract. Any cost incurred in excess of the contract amount may be back charged to the original Contractor. Should the difference be less, the original Contractor shall have no claim to the difference. Additionally, the original Contractor may be prohibited from submitting an offer for a period of one year.
- 6.2 Unit prices must remain firm for the duration of the contract.
- 6.3 It will be the Contractor's responsibility to make sure that all personnel are properly certified and trained according to state and federal regulations.
- 6.4 The Contractor hereby covenants and agrees that it shall maintain in strict confidence and trust, and that it shall ensure each employee of the Contractor and all other agents of the Contractor to maintain in strict confidence and trust, all student records, reports, and other documents or materials of any nature relating to any student enrolled in Loudoun County Public Schools (collectively, the "Student Records"). The Contractor shall not misuse or disclose and shall take all reasonable steps necessary to ensure that no employee or agent of the Contractor shall misuse or disclose any Student Records.
- 6.5 The Contractor shall be responsible for providing measures to correct the service deficiency if there are any service issues.
- 6.6 If the scheduled interpreter does not show up for a scheduled assignment and no notice was provided in writing prior to the start time of the scheduled assignment, a warning notice will be sent to the Contractor. After a second time that a scheduled interpreter does not show up for a scheduled assignment and no notice was provided in writing prior to the start time of the scheduled assignment, a cure letter will be issued and LCPS may terminate the contract for cause.
- 6.7 LCPS reserves the right to seek reimbursement for any additional fees incurred because of the absence of the scheduled interpreter.
- 6.8 If a scheduled interpreter is late or fails to appear at the agreed upon time for the scheduled meeting for which interpreter services are requested, the Contractor will not invoice LCPS for the time the interpreter was absent and LCPS may seek reimbursement for additional fees incurred because of the absence or later arrival.

- 6.9 The Contractor must meet the entire agreed upon obligation/assignment. The Contractor should notify the LCPS department requesting the service as soon as possible in the event that an interpreter will be late. If the interpreter(s) arrives late and/or leaves early, LCPS will not be responsible for any payment associated with that specific assignment.
- 6.10 If the interpreter is to be absent, it is the Contractor's responsibility to find a substitute interpreter who meets the certifications and qualifications of the contract.
- 6.11 If the Contractor fails to supply the interpreters with the skills or abilities to perform the assignment, LCPS will not be obligated to pay for anytime or other expenses associated with that particular interpreting service. LCPS has the right to suspend contracting with any Contractor that consistently fails to provide knowledgeable, skilled interpreters.
- 6.12 This employment agreement shall not be assignable for the Contractor without the prior written approval of LCPS.

7. OFFEROR'S MINIMUM QUALIFICATIONS

- 7.1 Offerors must demonstrate they have been in the business of providing the same services identified in this RFP for at least two (2) years. Preference is for the Contractor to have experience providing American Sign language Services to the Pre-K—12 community. The Offeror shall demonstrate that experience through the Vendor Data Sheet (Exhibit 1).
- 7.2 Offerors shall demonstrate experience in providing ASL services being requested to a minimum of three (3) organizations with a similar size and scope to that of LCPS. Offerors shall include with their proposal the Vendor Data Sheet (Exhibit 1), which shall include company name, person to contact, address and telephone number, description of work performed, and the total value of the contract. Offeror hereby releases listed references from all claims and liability.
- 7.3 Contractor must provide certified interpreters that hold a certification of completion from a nationally recognized interpretation training program. LCPS may request a certification of personnel assigned to LCPS.
- 7.4 Contractors shall ensure interpreters are professionally trained, having completed a minimum of forty (40) hours of previous interpreting, preferably in PK -12 education settings.

8. INVOICING

- 8.1 Invoices shall be submitted on a form reflecting the Contractor's letterhead to the Contract Manager and to the accounting department at lcpsaccounting@lcps.org.
- 8.2 Invoices shall not be invoiced until work has been performed or completed.

9. SMALL, WOMEN-OWNED, MINORITY-OWNED, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

It is the intent of LCPS to undertake every reasonable effort to facilitate the participation of small businesses; businesses owned by woman, minorities, and service disabled veterans; in all aspects of procurement to the maximum extent feasible. LCPS shall rely on the accuracy of the certified vendors listed on the Virginia Department of Small Business and Supplier Diversity (DSBSD) Directory.

10. STATEMENT OF NEEDS

Loudoun County Public Schools is seeking the services of qualified, national or state-certified American Sign Language interpreters for LCPS staff, parents, and other members of the public who are deaf or hard-of-hearing and require communications services to participate in school business. Services will be required at various times during the regular business day, evenings, and weekends, as the need occurs, by all school locations and the central office.

The following format shall be used to submit proposals for American Sign Language (ASL) Interpreter Services for Loudoun County Public Schools. Please address the following factors in your proposal which will be considered during the selection process.

A. Events Requiring Interpreting Services: Interpreting services shall be provided for situations including but not limited to the following:

1. Student Orientations/Open Houses, classrooms, Back to School Nights and other school meetings, trainings, staff development, substitute or leave coverage for employees regularly interpreting for students in our classrooms, graduations, parent/teacher conferences, and other events as necessary.
2. School Board meetings for staff, students, and other meeting attendees.
3. IEP conferences, educational assessments, or eligibility meetings.
4. Video Remote Interpreting (VRI) services for impromptu face-to-face meetings.

Contractor may elaborate on how to cover the above requirements.

B. Interpreter Qualifications: Indicate the experience/specialties and credential information, as it applies to each of your firm's interpreters assigned to perform under this contract.

1. Provide proof of VQAS (Virginia Quality Assurance Screening) Level Certification from the Commonwealth of Virginia; and/or EIPA certification from Boys Town National Research Hospital; and/or proof of certification with RID (National Registry of Interpreters for the Deaf, Inc. Code of Professional Conduct) and/or NIC or NAD qualifications. The National Association for the Deaf (NAD) Level 4 is recognized as equivalent to a VQAS Level III. Individuals achieving a certificate at the National Interpreter Certification (NIC), NIC Advanced, or NIC Master Level are also considered qualified.
2. Qualifications for **student** interpreting are: a VQAS III or IV, OR EIPA 3.5 or better, or NAD or NIC certification.
3. Qualifications for **adult** interpreting include a VQAS III or IV or NAD or NIC certification.
4. Interpreters will follow the RID Code of Professional Conduct including the mandate that interpreters will keep all assignment-related information confidential. Educational interpreters will follow the EIPA educational interpreters' code of ethics.

C. Initiation of Services: Please indicate the anticipated start up or waiting time for initiation of services if your firm is selected.

D. Account Manager: LCPS will expect the selected firm(s) to assign an account manager/representative (and a backup) who will be responsible for servicing our account. The

firm(s) will indicate the primary representative's name and title.

E. Requests for and Confirmation of Interpreter Services: The contractor will indicate how interpreter services are requested, assigned or arranged and timeframe to request and what type of confirmation LCPS will receive upon engaging services. Information regarding an automated online system to request and handle assignments, if available, should be included.

F. Number of Interpreters and Team Interpreting: Situations involving interpreting for two or more hours may require more than one interpreter to reduce the possibility of errors made due to mental and physical fatigue as well as injury.

G. Accepting Assignments: Successful contractors agree to adhere to the contractual

terms and conditions herein. Service providers shall dress in a manner appropriate to the situation, arrive in sufficient time to determine and address specific assignment needs, and perform services in an appropriate and professional manner.

- H. Satisfaction and Quality of Services: The Contractor assumes responsibility for the quality of services provided and agrees to notify LCPS of any complaints or significant problems that may arise. LCPS reserves the right to refuse the use of any unqualified persons providing interpreting and request the fees for services be adjusted for unsatisfactory or any lack of performance. LCPS will contact the firm's LCPS account manager, provide details on the service dissatisfaction, and request a change of interpreters assigned to LCPS's account in the future. Repeated unsatisfactory experiences with a vendor's interpreters may lead to removal of the contracting vendor from the contract.
- I. Hours of Service: Contracted services can range from one hour to 8 hours or more and may occur during the day, evening, or on the weekend depending on the particular need. In the case of an employee on extended leave, interpreter services may be required during the work day for a period of a week or more. The Contractor will indicate its availability to provide services for extended periods, and during evenings and weekends.
- J. Compensation for Services: LCPS will not be responsible for any charges which are not noted in the proposal. Mileage expenses will be paid at the same rate at which LCPS employees are currently reimbursed at the time of service. When coordinating an assignment the Contractor shall submit invoices for services directly to the LCPS Accounting Division within 30 calendar days of the date the services were rendered. The Contractor will identify the requesting LCPS office/individual on all invoices. Invoices submitted after the 30 calendar day period will be subject to review and approval by the LCPS Retirement and Disabilities Programs Supervisor.
1. All invoices for payment must include the following information to ensure compensation: one or more signatures from the consumer or site contact person verifying services rendered; or, evidence that the interpreter signed in at the front office of the school (if assigned a school-based job); assignment date and brief description of assignment; time, duration and specific location of assignment; itemized bill of services, including total hours worked and hourly rate; mileage amount; contract (RFP) number.
 2. Compensation for completed assignments will be based on hours worked.
 3. Additional Compensation for Special Situations: Any additional services that are required to meet the needs of the school system during the contract period, including tactile interpreting, will be compensated according to the contractor's fees listed on Attachment A. Compensation for non-business hours will be as listed on Attachment A.
 4. Compensation Default Due to Non-Compliance: LCPS reserves the right to refuse payment to the Contractor when the terms and conditions of this agreement are not fulfilled. LCPS is not responsible for the outcome of compensation of service independently coordinated by the Contractor.
- K. Cancellations: Any cancellation of an assignment shall be as follows:
1. If LCPS cancels an assignment on the same day, the Contractor will receive

compensation for the scheduled time (not to exceed 4 hours of compensation). If LCPS cancels before 5 pm of the previous day, no compensation will be given.

2. For purposes of this contract business hours are considered to be from 7 AM to 5 PM Monday through Friday. Non-business hours are between 5:00 p.m. and 7:00 a.m. Monday through Thursday, and between Friday 5:00 p.m. and Monday 7:00 a.m.
3. **Contractor shall include detailed information as to a back-up plan for early morning assignments where the assigned interpreter calls in sick.** For any cancellations made by the Contractor, no compensation by LCPS will be paid.
4. **Contractor shall notify LCPS at least 24 hours in advance for any assignment that they are unable to fill.** If Contractor is unable to fulfill a previously scheduled assignment, and has not provided at least 24 hours' notice, LCPS may take appropriate steps to fill the assignment. Any cost incurred in excess of the original contract amount may be back charged to the original Contractor.

L. Contract Exemptions: If the successful Contractor is unable to provide services for a particular assignment, LCPS may procure such services from a qualified alternate source.

1. LCPS may independently negotiate rates for an assignment which exceeds \$1,200 or 40 hours of service, provided such negotiation results in an overall cost benefit to LCPS. Such exemption may be beneficial in providing effective communication for conferences and other events requiring a number of interpreters or consecutive days of service. Interpreting assignments involving videotaping for duplication or broadcast purposes are not covered by this contract and will be negotiated independently with qualified individuals.

M. Subcontracting: No portion of the contract shall be subcontracted or otherwise performed by a party not an employee or subcontractor of the contractor, except with the prior consent of the Loudoun County Public Schools.

11. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

11.1 General Instructions

A. Proposal Preparation:

- 1) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in LCPS requiring prompt submissions 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 Procurement Services. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 2) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 3) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the

RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- 4) As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s proposal.
 - 5) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - 6) Ownership of all data, materials and documentation originated and prepared for LCPS pursuant to the RFP shall belong exclusively to LCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data 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 materials 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.
- B. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to LCPS. 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. LCPS will schedule the time and location of these presentations. Oral presentations are an option of the School System and may or may not be conducted.

11.2 **Specific Proposal Instructions**

Proposals should be as thorough and detailed as possible so that LCPS may properly evaluate the Offeror’s capabilities to provide the required service. Offerors are required to submit only the following items as a complete proposal to avoid submitting complete copies of the entire solicitation. This will help speed up the review process.

RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. Should the proposal contain **proprietary information**, provide **one (1) redacted document with proprietary portions removed or blacked out**. This copy should be clearly named “*Redacted Copy*”. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. LCPS shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

Section 1:

A. Executive Summary:

One- or two-page executive summary of the proposal, including brief descriptions of the Contractor's expertise and experience dealing with a contract the size and scope of LCPS service operations and plan to address the Schools' priorities.

B. Specific Approach for providing Service:

The Offeror must submit a written statement indicating the Offeror's understanding of LCPS's requirements; school-wide vision for providing language interpretation & translation services to selected Outreach Services as outlined in this RFP; and the Offeror's plan of operation in meeting these requirements. This written narrative must be sufficient in detail to permit evaluation by LCPS. It should include, but is not limited to, the following:

- 1) Proposed program plan including an innovative approach the Offeror may have to provide services and a staffing plan in order to achieve LCPS's goal.
- 2) Narrative description of the services, programs, etc., offered to meet the requirements and objectives stated in the RFP. The Offeror shall provide samples of all invoices, notices, and reports offered in their proposal.
- 3) Length of time required from date of contract award to commencement of work with a contract implementation and transition plan in place and adequate and trained personnel on staff and ready for operation.

C. Experience/References:

The Offeror shall provide at least three (3) contract references (K-12 experience is preferred) for itself and any major subcontractor, to enable LCPS Administration to assess the quality of the Offeror's past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. (Use the attached Exhibit 1 Vendor Data Sheet).

Section 2: Capability and Skill

The Offeror shall provide a description of qualifications and skills of the organization and personnel that shall be responsible for performance of the service in accordance with the statement of needs in this RFP. Such description shall, at a minimum, include:

- 1) Background information about the organization, e.g., philosophy, ownership, officers, and directors.
- 2) Offeror's qualifications to perform the service to include the ability to handle contract during peak demands.
- 3) Names, qualifications, and experience of key employees who will be associated with performing the services.
- 4) The Offeror's management structure, e.g. organization chart of the firm, proposed staffing for this contract, etc.
- 5) Description of financial stability and other resources that most adequately ensure delivery of acceptable services to the Schools. Offeror shall indicate the type of organization they represent, e.g., individual, partnership, or corporation. If the Offeror represents a corporation or partnership, the names of President, Vice President, Secretary, Treasurer, and all principles or partners shall be listed. The Offeror shall include a copy of the Offeror's most recent financial statement audited by an outside CPA firm.
- 6) Staffing/Personnel
 - i. Provide proposed organization chart, staffing plan, and reporting structure for this contract, and resumes of key employees who will be assigned to LCPS .

- ii. Describe Offeror's:
 - Personnel policies
 - Hiring policies. Include Offeror's required qualifications for the Manager for this contract.
 - Quality control measures
 - Educational and training programs.
 - Corporate support services and regional management support.

Section 3: LCPS Required Documents (to be completed)

- 1) Exhibit 1: Vendor Data Sheet
- 2) Exhibit 2: Proprietary Confidential Information Identification
- 3) Exhibit 3: Pricing Schedule
- 4) Exhibit 4: Data Privacy Agreement (DPA) completed and signed (The document was reviewed by the Student Data Privacy Consortium legal team. The DPA was released to all Virginia school divisions and there are 35 schools who are implementing this document. It is not possible to make individualized changes.) (**DOWNLOADED SEPARATELY**)
- 5) Certificate of Insurance
- 6) W9

Section 4: Proposed Pricing

The Offeror shall provide a proposed pricing schedule, attached to this RFP, to include all costs. Provide a fixed line item price budget. LCPS does not pay for mileage. Refer to (Exhibit 4: Pricing Schedule)

Section 5: Additional Information

Provide LCPS with other information that may be pertinent.

12. EVALUATION PROCESS

- 12.1 A Proposal Analysis Group (PAG) has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Group shall conduct a preliminary evaluation of all proposals based on the information provided with the technical and cost proposals, and the evaluation criteria listed below. Based upon this review, the highest rated Offeror(s) may then be invited to make oral presentations.
- 12.2 If additional information is requested, Offeror must respond within 48 hours.
- 12.3 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Proposal Analysis Group or any person involved in the evaluation of the proposals. PAG members will refer all calls related to this solicitation to Procurement Services. Failure to comply with this directive may, at the sole discretion of LCPS, result in the disqualification of an Offeror from the procurement process.
- 12.4 Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, LCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s).
- 12.5 LCPS may cancel this Request for Proposals 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). Should LCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

12.6 Acceptance or Rejection: LCPS reserves the right to accept or reject any or all proposals, in whole or in part, to take exception to any RFP specifications, to make an award based solely on the proposals received or to negotiate further with one or more offers. Failure to comply with the RFP by an Offeror may be grounds for the exclusion of such Offeror from further consideration by LCPS. Selection: The selection by LCPS of any proposal as ultimately negotiated will be at the School System's entire discretion, which discretion shall extend to purely subjective considerations solely exercisable by the School System without regard to a claimed lowest cost by any proposed vendor. LCPS is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D).

13. **SELECTION CRITERIA**

Proposals will be evaluated by LCPS using the following criteria.

<u>Evaluation Criteria</u>	<u>Max Points</u>
1. Plan and Specific Approach for Providing Service The extent to which the response meets the requirements of the RFP and the extent to which the Offeror is likely to be able to achieve the desired results. (<i>Refer to Section 11.2, section 1A-B</i>)	30
2. Capability & Skills Range of services provided and factors influencing the delivery of services, such as the capability, integrity and reliability of the Offeror; financial stability, operating history, ability to start immediately and sustain services; quality control measures, hiring and screening process, ongoing training and continuing education policy, etc. (<i>Refer to Section 11.2 Section 2</i>)	30
3. References / Experience Using the form included in this RFP, clients for whom comparable service has been performed. Experience and history of the firm in the particular disciplines covered by the RFP, as well as credentials of the project team and experience in providing similar services. (<i>Refer to Section 11.2 Section 1C</i>)	20
4. Cost of Services Offered <i>(Refer to section 11.2 - 4 and Exhibit 4)</i>	20
Total	100

14. **CONTRACT ADMINISTRATION**

Contract Administrator: Upon award of the contract, LCPS will appoint a Contract Administrator. The responsibility and function of the Contract Administrator shall be to interpret all the terms and conditions of the contract, evaluating the performance of the Contractor, and using all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator will not have the authority to approve changes in services or any change in this contract's financial arrangements.

15. **REPORTING AND DELIVERY REQUIREMENTS**

LCPS will designate and/or assign a Project Manager (Liaison) who will be the central point of contact for the Contractor. The assigned Project Manager (Liaison) shall represent the School

through-out the contract period. The Project Manager shall on an as needed basis schedule meetings, measure progress, and receive all deliverables.

A. The Contractor shall participate in a start-up meeting at LCPS with the school assigned management team to define parameters.

Failure to comply with all reporting requirements may result in default of the Contract. The Contractor(s) is encouraged to communicate with the LCPS Project Manager periodically for updates on reporting.

16. **INSURANCE REQUIREMENTS**

16.1 Contractor shall be responsible for its work, services, and products and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description in connection therewith. Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in connection with the work, services, and products, and for damage or injury to property or persons, wherever located, resulting from any action, omission, commission or operation connected in any way whatsoever with Contractor's work, services, and products.

16.2 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of work, services, and products, the insurance coverages, limits, and endorsements described hereunder. Required insurance coverages must be acquired from insurers with an A.M. Best Rating of A- or better, licensed to conduct business in the Commonwealth of Virginia, and acceptable to LCPS.

16.3 Subcontractors' and Suppliers' Liability Insurance—Contractor's provision of work, services, and products shall not be construed as creating any contractual relationship between any subcontractors or suppliers and LCPS. Contractor shall be as fully responsible to LCPS for the work, services, and products of its subcontractors and suppliers and persons employed by subcontractors and suppliers as it is for acts and omissions of persons directly employed by Contractor.

16.4 Certificates of Insurance—**Contractor shall provide these insurance requirements to their insurance agent/broker for their evaluation** and processing of an original, signed Certificate of Insurance showing evidence of coverages and listing Loudoun County Public Schools is the Certificate Holder. Emailed electronic scans of the original certificate from Contractor's insurance representative will be accepted. The certificate shall be filed with the **LCPS Procurement Office, Ms. Pixie Calderwood, Sr. Procurement Specialist, pixie.calderwood@lcps.org 21000 Education Court, Ashburn, VA 20148 prior to the provision of work, services, and products.**

If requested by LCPS, Contractor will provide certified copies of all required insurance policies within ten (10) business days. The certified copies shall be sent to LCPS from Contractor's insurance representative. Any request made under this provision shall be deemed confidential and proprietary.

16.5 The certificates shall provide evidence that the following minimum insurance coverages, limits, and endorsements required herein are in full force and effect. Contractor's insurance agents/brokers **shall provide insurance policy endorsements** for those coverages below requiring Loudoun County Public Schools as an Additional Insured on Contractor's liability coverages.

☐ Workers' Compensation Insurance—Virginia Statutory Benefits

☐ Employers' Liability Insurance—\$1,000,000 each accident and each employee

☐ Business Automobile Liability Insurance—\$1,000,000 combined single limit

each occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired vehicles. In the event Contractor does not own vehicles, Contractor agrees to maintain coverage for Hired and Non-Owned Automobile Liability which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability policy.

- ☐ Umbrella or Excess Liability Insurance over the above listed coverages naming Loudoun County Public Schools as an additional insured as per the underlying or primary Liability insurance—\$1,000,000 each occurrence and aggregate limit shall be designated to apply per project.
- ☐ Nurse's Medical Professional Liability (Errors and Omissions) Insurance with a minimum limit of \$2,000,000 each occurrence and aggregate to cover the nursing agency, its contractors and subcontractors, and the interest of LCPS against any and all claims resulting from any action, operation, error or omission, legal liability, negligence, or wrongful acts in connection with the Contractor's professional services. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims-made basis, coverage shall be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract award.

- 16.6 Notice of Cancellation, Non-Renewal, or Material Change in Coverage— Contractor shall provide a new certificate prior to any change, renewal, or cancellation date. There shall be no cancellation, non-renewal, material change, or potential exhaustion of aggregate limits of insurance coverages without forty-five (45) days written notice by Contractor or its insurer. LCPS shall have the right, but not the obligation, of prohibiting Contractor from providing work, services, and products until a new Certificate of Insurance evidencing the replacement coverage is provided to LCPS.
- 16.7 Right to Revise or Reject—LCPS reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, based on the insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, LCPS reserves the right, but not the obligation, to review and reject Contractor's insurer due to its poor financial condition or failure to operate legally in the Commonwealth of Virginia, if applicable. In such events, LCPS shall provide Contractor written notice of such revisions or rejections.
- 16.8 No Representation of Coverage Adequacy. The coverages, limits, or endorsements required herein protect the primary interests of LCPS, and Contractor agrees in no way shall these required coverages be relied upon when assessing the extent or determining appropriate types and limits of insurance coverage to protect Contractor against any loss or risk exposures herein or otherwise.
- 16.9 Safety and Health Regulations—Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations as they may apply to the requested work, services, and products. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or death to any persons and/or damage to any property.

- 16.10 Contract Control of All Tasks - Contractual and other liability insurance provided under this contract shall not contain a supervision or inspection exclusion that would preclude LCPS from supervising and/or inspecting the services provided. The firm shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractors.
- 16.11 Indemnification—To the fullest extent permitted by law, Contractor agrees to save, defend, keep harmless and indemnify Loudoun County Public Schools and all of its officials, agents, volunteers, and employees from and against any and all claims, lawsuits, liabilities, losses, damages, injuries, costs (specifically including reasonable litigation costs, attorney’s fees and defense costs of third party claims), charges, and exposures, caused in whole or in part by the negligent acts, errors, omissions, or breach of the applicable standard of care resulting from or arising out of, or in any way connected with, the provision of work, services, and products required herein by Contractor, Supplier, Contractor’s subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable. LCPS reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall continue in full force and effect until Contractor completes the provision of the required work, services, and products, except that indemnification shall continue for all products or completed operations after final acceptance of the work, services, and products by LCPS. Contractor agrees that this indemnification and hold harmless shall include claims involving infringement of patent or copyright. This section shall survive Contractor’s provision of work, services, and products, and the purchase of insurance by Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section. LCPS is prohibited from indemnifying and holding harmless Contractor and/or any third parties. Nothing herein shall be construed as a waiver of LCPS’ sovereign immunity under law.

17. VA SCC COMPLIANCE:

Effective July 1, 2010, the Code of Virginia was amended to require that an 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, as amended or otherwise required by law, shall include in its offer the Identification Number issued to such Offeror by the Virginia State Corporation Commission (SCC).

Furthermore, any 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, shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

An Attribute verifying compliance with this Virginia State Corporation Commission regulation must be submitted with the proposal. Refer to the ‘Attributes Section’ of the LCPS Electronic Bidding System to select the following options:

- A. Offeror is a corporation or other business entity with a Virginia SCC identification number.

If Supplier chooses option A from the dropdown in the above attribute ‘VA SCC Compliance’ then the Offeror needs to enter in the provided text field their VA SCC member number.

- B. Offeror is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

- C. Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain,

and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location).

- D. Offeror is an out-of-state entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.
- E. Check this box if you have not completed any of the foregoing options but currently have pending before the VA SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (LCPS reserves the right to determine in its sole discretion whether to allow such waiver). Provide proof of application.

For more information on this requirement, Vendors should consult with their attorney and/or contact the Virginia State Corporation Commission at (804) 371-9967; or email at sccinfo@scc.virginia.gov. Their website is: www.scc.virginia.gov/index.aspx.

18. CONTRACTOR CERTIFICATION

18.1 As required by section 22.1-296 of the Code of Virginia, the Offeror hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during any school activities shall:

- have been convicted of any violent felony as set forth in the definition of barrier crime in subsection A of §19.2-392.02, or
- any offense involving the sexual molestation, or physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or
- have been convicted of any crime of moral turpitude.

18.2 Verification of compliance must be submitted with the proposal response. **Refer to the 'Attributes Section' of the LCPS Electronic Bidding System.**

18.3 If you have any questions concerning this law and its requirements on School Boards in Virginia, please feel free to contact Ms. Andrea Philyaw at 571-252-1270 or andrea.philyaw@lcps.org.

19. THE AMERICANS WITH DISABILITIES ACT

IF, DUE TO A DISABILITY, YOU NEED ASSISTANCE TO ENABLE YOU TO PARTICIPATE MEANINGFULLY IN THE PROCUREMENT PROCESS, PLEASE CONTACT THE DIRECTOR OF PROCUREMENT AND RISK MANAGEMENT AT 571-252-1270 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE PROPOSAL DUE DATE.

TERMS & CONDITIONS

A. GENERAL TERMS AND CONDITIONS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to any choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. LCPS and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

AUTHORITY: The Purchasing Agent shall serve as the principal purchasing official for LCPS and shall be responsible for the procurement of goods and services, with the exception of design and construction, the responsibility for which shall reside with the Chief Financial Officer. The Purchasing Agent shall be formally appointed, supervised and subject to the direction of the Division Superintendent or his/her designee. Proposals should be made pursuant to School Board Policy which is in compliance with the Virginia Public Procurement Act, Va. Code §2.2-4300, et. seq. In the discharge of these responsibilities, the Purchasing Agent may be assisted by other staff. Any purchase order or contract made contrary to these provisions and authorities shall be of no effect and void, and LCPS and the School Board shall not be bound thereby.

All contacts between Offerors or prospective Offerors shall be only with the Purchasing Agent or other designated employee of the Loudoun County School Board. No Offeror or potential Offeror shall initiate or engage in any discussions with any other employee of the School Board or any member of the School Board while a solicitation is outstanding concerning the contents of such solicitation or with the intent to influence or interfere with the contract award authorized by and described in such solicitation. A violation hereof may result in a disqualification of such Offeror.

INSPECTION AND REVIEW OF RECORDS: LCPS reserves the right to perform or have performed inspections and reviews of the records of the Contractor for any service contract with LCPS and to have copies made of such records. The Contractor shall maintain and preserve all such records, at its own expense, during contract performance and for a period of at least three years after the contract has terminated. At LCPS request at any time during contract performance or within a period of three years after the contract has terminated, the Contractor shall promptly make all records available, at a location within LCPS, to LCPS, or those retained by LCPS, for inspection, review and copying.

NON-DISCRIMINATION OF CONTRACTOR: An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, color, national origin, religion, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, disability, age, or genetic information, faith-based organizational status, any other basis prohibited by state or federal law relating to discrimination in employment or because the Offeror employs ex-offenders unless LCPS has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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, LCPS shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

NON-DISCRIMINATION: By submitting their proposals, Offerors certify to LCPS 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)*. Awards made to a faith-based organization shall also comply with the **FAITH-BASED ORGANIZATIONS** clause.

1. During the performance of this contract the Offeror/Contractor agrees as follows:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, gender expression, socioeconomic level, national origin, age, disability or 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 **NON-DISCRIMINATION** clause.
 - (b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall 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 paragraph.
 - (d) If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in LCPS, except such supervisors or employees who are required to complete sexual harassment training provided by the Department of Human Resources and Talent Development of LCPS, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in LCPS that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
 - (e) The requirements of these provisions are a material part of the contract. If the Contractor violates or fails to remain in compliance with any of these provisions, LCPS may terminate the affected contract or any portion thereof for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from LCPS contracting regardless of whether the specific contract is terminated.
 - (f) A prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The Contractor will include these provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

CERTIFICATION REGARDING SEX OFFENSES: As a condition of awarding a contract for the provision of services that require the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board will require the Contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. This requirement does not apply to a Contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the Contractor or his employees will have no direct contact with students.

ETHICS IN PUBLIC CONTRACTING:

1. Each Offeror shall certify, upon signing their proposal, that to the best of their knowledge no LCPS official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the contract made or could affect payment pursuant to the terms of the contract.
2. Whenever there is reason to believe that benefit of the sort described in paragraph "a" has been or will be received in connection with a proposal, or contract, and that the Contractor has failed to disclose

such benefit or has inadequately disclosed it, LCPS, as a prerequisite to payment pursuant to the Contractor, or at any time, may require the Contractor to furnish, under oath, answers to any questions related to such possible benefit.

3. In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with its proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to the Purchasing Agent of LCPS. The relevant RFP Number (see cover sheet) should be referenced in the disclosure.
4. No employee or former employee with official responsibility for procurement transactions may accept employment with any Offeror or Contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the end of employment by the school division unless the employee or former employee provides written notification to the division prior to commencement of employment by that Offeror or Contractor.
5. By submitting their proposal, 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.

ACCESS TO SCHOOL PREMISES: No vendor, agent, or sales representative may enter the schools to advertise or sell goods or services to employees or students except as provided herein. Anyone found soliciting goods or services to students or employees in the schools or on school property during school hours without authorization shall be subject to legal action.

1. Vendors are not permitted to make appointments with individual School Board employees without the permission of the Principal, or the Superintendent, or their designee. No vendor is permitted to sell, arrange demonstrations of products or services, or take orders for goods or services without prior authorization from the Principal, or Superintendent, or their designee.
2. This does not prevent authorized representatives of firms regularly supplying goods and services to the school division from having access to the schools in the course of their routine business duties.

COUNTY LICENSE: All firms doing business in Loudoun County are required to be licensed in accordance with the County's Business, Professional, and Occupational Licensing Tax Ordinance. Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Office of the Commissioner of Revenue, phone: 703-777-0260.

REGISTERING OF CORPORATIONS: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by the law. In accordance with the Code of Virginia, any foreign corporation, partnership, or limited liability company transacting business in Virginia is required to secure a certificate of authority from the Virginia State Corporation Commission. The Contractor shall ensure it is duly registered in Virginia.

COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, LCPS shall have the right to terminate or suspend this contract without liability for the full amount of such commission percentage, brokerage, or contingent fee.

VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act, except as provided in Virginia Code § 2.2-4342. Nothing contained in this provision shall be construed to require LCPS, when procuring by "competitive negotiation" (Request

for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to LCPS.

DISABILITIES LEGISLATION: LCPS is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993, Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, LCPS, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II, of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, II, and V of Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section. 504.

If, due to a disability, anyone needing assistance to enable meaningful participation in this process, please contact the Purchasing Division at 571-252-1270 at least five (5) working days prior to the opening date of this solicitation.

FAITH-BASED ORGANIZATIONS: LCPS does not discriminate against faith-based organizations. 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with LCPS 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). 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, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

NO EMPLOYMENT OF UNAUTHORIZED ALIENS: By entering into a written contract with LCPS in excess of \$10,000, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

APPEAL OF DETERMINATION OF NON-RESPONSIBILITY: An Offeror, actual or prospective, who is determined not to be a responsible Offeror for a particular contract, may bring an action in the appropriate circuit court challenging that decision pursuant to Va. Code § 2.2-4364(A).

PROTEST OF AWARD OR DECISION TO AWARD: Any Offeror, who desires to protest the award or decision to award a contract shall submit the protest in writing to LCPS no later than ten days after the award or the announcement of the decision to award, whichever occurs first. Any potential Offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Va. Code § 2.2-4303. If the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Va. Code § 2.2-4342, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under Va. Code § 2.2-4342, or at such later time as provided in this provision. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought.

CONTRACTUAL CLAIMS AND DISPUTES: Any dispute concerning a question of fact including claims for money or other relief as the result of a contract with the School Board which is not disposed of

by agreement shall be declared by the Superintendent, who shall reduce his decision to writing and forward a copy thereof to the Contractor within ten (10) days. The decision of the Superintendent shall be final and conclusive unless within ten (10) days of receipt of the written decision the Contractor institutes legal action as provided in Sec. 2.2-4363 of the Code of Virginia. Contractual Claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment or as specified by the contract, whichever comes first; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall delay payment of amounts agreed due in the final payment.

EXHAUSTION OF ADMINISTRATIVE REMEDIES: No Offeror, potential Offeror, or Contractor shall institute any legal action against LCPS until all administrative remedies available under the above provisions have been exhausted and until all requirements of School Board Policy, and, to the extent applicable, the Virginia Public Procurement Act, have been met.

DEBARMENT STATUS: For unsatisfactory performance of a contract, a Contractor may be debarred for specified periods of time from contracting for particular types of supplies or services. The Purchasing Agent will provide written notice of debarment to the Contractor setting forth the reasons and period of time.

By participating in this procurement, the Offerors certify that they are not currently debarred by LCPS, the Commonwealth of Virginia or the federal government from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred

If an entity is created or used for the purpose of circumventing a debarment decision against another entity, the non-debarred entity will be debarred for the same time period as the debarred entity.

ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to LCPS 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 LCPS under said contract.

MANDATORY USE OF FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official LCPS forms provided may 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, LCPS reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

QUESTIONS OR COMMENTS: Any substantive information a prospective Offeror desires concerning a solicitation beyond what is contained in the solicitation, including without limitation, questions about specifications and requirements, shall be requested of the Purchasing Agent, in writing, at least five (5) working days before the opening date of the solicitation. Requests not received five (5) working days or more before the opening date need not be considered unless the Purchasing Agent, in his or her sole discretion, deems it in LCPS interest to do so. Any material interpretation made to prospective Offerors will be expressed in the form of a written addendum to the solicitation which shall be posted on the LCPS Electronic Bidding System. It shall be the Offeror's responsibility to monitor the website for changes. Addenda will be posted no later than three days before the opening date. Oral answers shall not be authoritative and shall not provide any basis for reliance by an Offeror. Offerors shall acknowledge receipt of any addenda with their proposals. Failure to do so may cause the proposal to be rejected as nonresponsive.

PAYMENT: Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice, which shows the LCPS contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). LCPS reserves the right to withhold any or all payments or portions thereof for the Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereof.

1. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, ten percent (10%) of the value of the entire order may be retained until the completion of the contract.

2. PROMPT PAYMENT DISCOUNT-For purposes of entitlement to any prompt payment discount offered by an Offeror:
 - (a) The date from which LCPS must pay will be upon delivery to LCPS, inspection, and acceptance by LCPS, or receipt of a correct invoice by the office specified by LCPS.
 - (b) If the Offeror specifies a time for payment that is less than thirty (30) days or does not specify a time within which payment is to be made for its prompt payment discount to apply, then the time shall be thirty (30) days after receipt of the invoice.
 - (c) Payment shall be deemed made as of the date of mailing of the LCPS check to the vendor.
3. PAYMENTS FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment involves installation (which shall also be interpreted to mean erection and/or setting upon or placing in position, service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of fifty percent (50%) of the contract price when such equipment is delivered on the site. A further allowance of twenty five percent (25%) may be made when the equipment is installed and ready for testing. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of seventy five percent (75%) at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
4. PAYMENTS TO SUBCONTRACTORS-Within seven (7) days after receipt of amounts paid to the Contractor by LCPS for work performed by a Subcontractor under that contract, the Contractor shall either (a) pay the Subcontractor for the proportionate share of the total payment received from LCPS attributable to the work performed by the Subcontractor under that contract; or (b) notify LCPS and Subcontractor, in writing, of the Contractor's intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

The Contractor must pay interest at the rate of one percent per month unless provided otherwise to the Subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from LCPS for work performed by the Subcontractor under that contract, except for amounts withheld as allowed in (b) above. The Contractor's obligation to pay an interest charge to a Subcontractor shall not be construed to be an obligation of LCPS or the School Board. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

The Contractor shall include this clause in all of its subcontracts, requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

5. UNREASONABLE CHARGES-Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and § 2.2-4364. LCPS shall notify the Contractor of defects or improprieties in invoices within twenty (20) days after receipt as required in *Code of Virginia*, § 2.2-4352. The provisions of this clause do not relieve LCPS of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4352).

INSPECTION-ACCEPTANCE: For determining acceptance of supplies in accordance with the provisions of the PROMPT PAYMENT DISCOUNT provision above, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

PRECEDENCE OF TERMS The following General Terms and Conditions, **APPLICABLE LAWS AND COURTS, NON-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, NO EMPLOYMENT OF UNAUTHORIZED ALIENS, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORM AND TERMS AND CONDITIONS, QUESTIONS OR**

COMMENTS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

TESTING AND INSPECTION: LCPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications

ASSIGNMENT OF CONTRACT AND ASSIGNMENT OF CONTRACT FUNDS:

1. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent.
2. If the Contractor desires to assign his or her right to payment under the contract, the Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment and provide all information necessary for the Purchasing Agent to thereafter make payment to the assignee of payments. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

CHANGES TO THE CONTRACT:

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.
2. A fixed price contract may not be increased by more than 25% of the amount of the contract or \$50,000, whichever is greater, without advance approval of the School Board. No change order is permitted to relieve an Offeror from any error made in the proposal. A listing of all change orders shall be given to the School Board on a periodic basis.
3. The Purchasing Agent may, at any time, without notice to any sureties, by written order indicated to be a change order, and signed by him or her, make changes within the general scope of the contract, including without limitation, changes in (1) specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.
4. Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal to the Purchasing Agent for any equitable adjustment to the contract price, delivery schedule, or both, that should in fairness be made due to the change order. The parties shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.
5. If the parties cannot agree to a modification to the contract, then the Purchasing Agent may either (1) cancel the change order at no expense to LCPS, or (2) order in writing that the Contractor proceed with the change order.
6. If the Purchasing Agent orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or Purchasing Agent may submit a claim to LCPS for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in LCPS discretion, is reasonable, allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.

7. Nothing shall excuse the Contractor from proceeding with the contract as changed by written change order.
8. No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, LCPS, 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 LCPS may have.

TAX EXEMPTION: LCPS is exempt from the payment of any federal excise or Virginia sales tax. The price must be net, exclusive of taxes. When, under established trade practice, any federal excise tax is included in the list price; Offeror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by LCPS. All Offerors, however, shall assure that all their real and personal property taxes owed to the County of Loudoun are paid prior to submitting a proposal.

State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable LCPS to determine if the product offered meets the requirements of the solicitation. In competitive negotiation, only the information furnished with the proposal will be considered in the evaluation.

Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the solicitation, each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, contract number, name of the Contractor, the name of the item, the item number, and quantity contained therein. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and purchase order number. Any failure to mark items as required by the instructions will cause the Contractor to bear the risk of any resulting loss of or damage to material, or late delivery or mis-delivery of material and any damages resulting therefrom.

Deliveries must be made during LCPS normal business day to a "badge identified" LCPS employee, (Monday to Friday, except holidays, from 8:00 A.M. to 3:30 P.M.) and sufficiently before closing time to permit unloading, inspection, and storage, unless specific arrangements have previously been agreed upon at the delivery point.

The Contractor shall ensure compliance with these instructions for items that are drop-shipped.

Unless otherwise specified in the solicitation all pricing shall be **F.O.B. Destination, inside delivery.**

RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the LCPS may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as its own property.

TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing, and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

FINAL INSPECTIONS: Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, LCPS will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud, or such gross mistakes as amount to fraud. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on LCPS for such materials or supplies as are not in accordance with the specifications.

COMPLIANCE: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the proposal. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delivery in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected.

DELAY: Should the Contractor be delayed by LCPS, there shall be added to the time of completion a time equal to the period of such delay caused by LCPS. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. This provision does not apply to public construction contracts.

METHOD AND CONTAINERS: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become property of LCPS unless otherwise specified by Offeror.

REPLACEMENT: Materials or components that have been rejected by the Purchasing Agent in accordance with the terms of this contract shall be promptly replaced by the Contractor at no cost to LCPS.

INSURANCE: Contractor shall provide such insurance according to the insurance requirements set forth above, which shall also include a requirement to provide a certificate of insurance and list Loudoun County School Board doing business as Loudoun County Public Schools as an additional insured in connection with any policy. Such policy shall remain in force throughout the entire duration of the contract awarded pursuant to this IFB.

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 LCPS website (www.lcps.org) for a minimum of ten (10) days.

DRUG-FREE WORKPLACE:

1. During the performance of the Agreement, 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) cause to be included the provisions of the foregoing clauses (substituting the Subcontractor or vendor for the Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

2. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Agreement by the Contractor where its employees 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 Agreement.

OFFER PRICE CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that LCPS shall be bound hereunder only to the extent that LCPS has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

B. SPECIAL TERMS AND CONDITIONS

Mandatory Terms and Conditions

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

GENERAL GUARANTY:

Awardee(s) shall:

1. Indemnify and save LCPS, the School Board, its officers, and employees harmless from any claim or liability of any nature or kind for unauthorized use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
2. Protect LCPS against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
3. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other Contractors, for which his/her workers or those providing work through the Contractor are responsible.
4. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, State, County, and Towns.
5. Protect LCPS from loss or damage to LCPS-owned property while it is in the custody or control of the Contractor.

SERVICE CONTRACT GUARANTY: The Contractor agrees:

1. To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that LCPS may reduce the said service at any time.
2. To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.
3. All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.
4. Said services may be inspected by an employee of LCPS at any reasonable time and place selected by LCPS. LCPS shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the contract.
5. The presence of a LCPS/County/State Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or

release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

STOP WORK ORDER:

1. LCPS may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, then LCPS shall either- (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the **TERMINATION FOR CONVENIENCE** or **TERMINATION FOR DEFAULT** clauses of this contract.
2. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. LCPS shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if LCPS decides the facts justify the action, then LCPS may receive and act upon the claim submitted at any time before final payment under this contract.
3. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of LCPS, then LCPS shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
4. If a stop-work order is not canceled and the work covered by the order is terminated for default, then LCPS shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

TERMINATION OF CONTRACTS: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met unless:

1. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the School Board for convenience or cause, or upon termination by the Contractor for material breach by LCPS.
2. Extended upon written authorization of the Purchasing Agent and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

TERMINATION FOR CONVENIENCE: A contract may be terminated by LCPS in accordance with this clause in whole or in part whenever the Purchasing Agent shall determine that such a termination is in the best interests of LCPS. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. An adjustment in the contract price shall be made to compensate the Contractor for his/her actual costs incurred in performance prior to termination that, as determined in LCPS's discretion, are reasonable, allocable, and allowable, plus a reasonable amount of profit on such costs. In no event shall the LCPS or the School Board be liable to the Contractor for anticipated profits for unperformed work or undelivered goods or for any consequential, special, incidental, or punitive damages of any kind. In no event shall LCPS be liable for any amount over the contract price.

TERMINATION FOR DEFAULT:

1. LCPS may, by written notice of termination to the Contractor specifying a termination date at least five (5) days thereafter, terminate this contract for default in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, (2) fails to make progress in a manner, which threatens timely completion of performance, (3) is adjusted as bankrupt – or that Contractor should make a general assignment for the benefit of Contractor’s creditors, or a receiver should be appointed on account of Contractor’s insolvency, or (4) fails to perform any of Contractor’s other obligations under this contract or violates any provision of this contract.
2. LCPS’s right to terminate this contract may be exercised if the Contractor does not cure such failure within ten (10) days (or more, if authorized in writing by LCPS) after receipt of notice from LCPS specifying the failure.
3. If this contract is terminated for default, the Purchasing Agent may require the Contractor to transfer title and deliver to LCPS, as directed by the Purchasing Agent, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables"), prepared by the Contractor under the contract. LCPS shall pay the contract price for such completed goods and deliverables. The Contractor and Purchasing Agent shall agree on the amount of payment for partially completed goods and deliverables the School Board requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to LCPS for its reasonable costs for the partially completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in LCPS discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.
4. Notwithstanding the above, the Contractor shall not be relieved of liability to LCPS for damages sustained by LCPS by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to LCPS from the Contractor is determined. Contractors shall be responsible for any additional cost to LCPS resulting from LCPS’s repurchase of goods and services following any termination for default.
5. If the School Board terminates this contract for default when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience under this contract, and the termination for convenience clause shall apply for all purposes.
6. If the Contractor properly terminates this contract for material breach by LCPS, the Contractor’s damages shall be limited to the amounts recoverable by the Contractor for a termination for convenience.

OMISSIONS AND DISCREPANCIES: Unless otherwise indicated, any specification for an item of equipment shall be interpreted to include not only the item of equipment specified, but also those parts, items, appurtenances and accessories reasonably necessary to make the equipment complete and working.

NOTICE OF AWARD/CONTRACT DOCUMENTS:

1. A written award furnished to the successful Offeror shall be deemed to result in a contract binding on the Offeror. To the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:
 - (a) LCPS Solicitation, Award Notice, and other documents which may be incorporated by reference, if applicable.
 - (b) Terms and Conditions – (General Conditions and Instructions to Offerors regarding Special Provisions)
 - (c) Statement of Work
 - (d) Pricing Schedule.
 - (e) Any Addenda/Amendments.
 - (f) Purchase Order.

2. No awardee of any Loudoun County Public School's contract shall issue a press release or in any other way advertise their contract with LCPS without the express written permission of LCPS.

SEPARATE CONTRACTS:

1. LCPS reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The Contractor shall afford other separate Contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If LCPS has listed other separate contracts in the Request for Proposals which it expects to proceed simultaneously with the work of the Contractor and has included the estimated timing of such other contracts in the Request for Proposals, the Contractor shall integrate the schedule of those separate contracts into his scheduling. The Contractor shall make every reasonable effort to assist LCPS in maintaining the schedule for all separate contracts. If the work performed by the separate Contractor is defective or performed so as to prevent this Contractor from carrying out his work according to the drawings and specifications of this contract, this Contractor shall immediately notify LCPS upon discovering such conditions.
2. If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up as required by **USE OF PREMISES AND REMOVAL OF DEBRIS**, (c) and (d) of these Additional Terms and Conditions, LCPS may clean up and charge the cost thereof to the respective Contractors in proportion to their responsibility. If a Contractor disputes LCPS's apportionment of clean-up costs, it shall be that Contractor's burden to demonstrate and prove the correct apportionment

JOINT AND COOPERATIVE PROCUREMENT: As authorized in Section 2.2-4304 of the Code of Virginia, if applicable, this procurement is being conducted on behalf of or in conjunction with one or more public bodies, agencies, institutions, or localities of the several states, territories of the United States, the District of Columbia with the consent of the Contractor.

1. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offer, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, and payment. LCPS acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of Contractor's offer
2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
4. Each public body shall execute a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
5. LCPS shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

CONTRACT MODIFICATIONS: No modifications in the terms of a contract shall be valid or binding upon LCPS unless made in writing, signed, and duly authorized by LCPS.

FUNDING: A contract shall be deemed binding only to the extent of appropriations available to LCPS for the purchase of such services or articles.

GUARANTEES & WARRANTIES: Unless otherwise specifically indicated in the solicitation, by entering into the contract, the Contractor itself warrants and guarantees all goods and services furnished (1) in accordance with the **GENERAL GUARANTY** and **SERVICE CONTRACT GUARANTY** provisions herein, and (2) in accordance with the provisions of the Uniform Commercial Code. In addition, the Contractor shall properly transfer to LCPS all standard warranties given by the manufacturer(s) of any

goods furnished. The Contractor shall deliver all manufacturers' warranties to the Purchasing Agent before final payment on the contract.

PRICE REDUCTION: If at any time after the date of the award the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for responding to this solicitation.

An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will, within ten (10) days of any general price reduction, notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO WILL BE A BREACH OF THE CONTRACT AND MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the award, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

PLACING OF ORDERS: Orders against contracts will be placed with the Contractors on a Purchase Order executed and released by the Purchasing Agent. The Purchase Order must bear the appropriate contract number and date.

Where Blanket Purchase Agreements (BPAs) have been executed and a Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by the ordering office. Such agreements (BPA) are normally reserved for the purchase of highly repetitive items on a day-to-day basis. Orders may be made by use of a LCPS purchase card.

INDEMNIFICATION: To the fullest extent permitted by law, the Contractor agrees to save, defend, keep harmless and indemnify LCPS and all of its employees, officials, agents, and volunteers from and against any and all claims, lawsuits, liabilities, losses, damages, injuries, costs (specifically including reasonable litigation costs, attorney's fees and defense costs of third party claims), charges, and exposures, caused in whole or in part by the negligent acts, errors, omissions, or breach of the applicable standard of care resulting from or arising out of, or in any way connected with, the provision of work, services, and products required herein by the Contractor, Supplier, the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable. LCPS reserves the right, but not the obligation, to participate in defense without relieving the Contractor of any obligation hereunder. The Contractor agrees this indemnity obligation shall continue in full force and effect until the Contractor completes the provision of the required work, services, and products, except that indemnification shall continue for all products or completed operations after final acceptance of the work, services, and products by LCPS. The Contractor agrees that this indemnification and hold harmless shall include claims involving infringement of patent or copyright. This provision shall survive the Contractor's provision of work, services, and products, and the purchase of insurance by the Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this provision. LCPS is prohibited from indemnifying and holding harmless the Contractor and/or any third parties. Nothing herein shall be construed as a waiver of LCPS's sovereign immunity under law.

SAFETY AND HEALTH ISSUES: The Contractor shall be responsible for meeting all Federal, State, and local codes pertaining to this contract. No Contractor's employee who has been convicted of a sexually violent offense may be assigned to any work on Loudoun County Public School property.

SAFETY DATA SHEETS AND AP APPROVED INSTRUCTIONAL ITEMS: By law, LCPS will not receive any materials, products, or chemicals which may be hazardous to an employee's or student's health unless accompanied by Safety Data Sheets when received. Individual schools will not receive any instructional items that are not Approved Product (AP) approved and denoted as such.

NEW GOODS/FRESH STOCK: Unless otherwise specifically stated, the Contractor shall provide new rather than used goods, fresh stock, and the latest model, version, design, or pack of any item specified.

BEST AND FINAL OFFER: At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

CONTRACTOR/SUBCONTRACTOR LICENSE/CERTIFICATION REQUIREMENT: By Contractor's signature on this solicitation, Contractor certifies that Contractor's firm/individual and Subcontractor(s) is properly licensed and/or certified for providing the goods/services specified. Furthermore, the Contractor and Subcontractors shall maintain the required license and/or certification throughout the term of the contract. The Contractor or their Subcontractor(s) shall immediately notify the LCPS in writing in the event any license or certification has been revoked.

SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to LCPS during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

PRICE REDUCTION: If at any time after the date of the proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to the Contractor's wholesalers, jobbers, retailers, etc., which was used as the basis for proposals on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit invoices at such reduced prices indicating on the invoice that the reduction is pursuant to this provision, "**PRICE REDUCTION**" of the contract documents. The Contractor in addition will, within ten (10) days of any general price reduction, notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO WILL BE A BREACH OF THE CONTRACT AND MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: CPI/CPU. No price increases will be authorized for the initial period of the contract. Price escalation may be permitted only at the end of this period and each contract renewal thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to LCPS.

The Contractor shall give not less than thirty (30) days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30)-day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to LCPS; and (2) verify the amount or percentage of increase

which is being passed on to the Contractor by the Contractor's suppliers.

The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

REFERENCES: Offerors shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of LCPS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Procurement Services 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.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to LCPS, employees, students, or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and LCPS'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 LCPS of any breach or suspected breach in the security of such information. Contractors shall allow LCPS 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.

CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to LCPS and must be continued without interruption and that, upon contract expiration, a successor, either LCPS or another Contractor, may continue them. The Contractor agrees:
 - (a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (b) To make all LCPS owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (c) That the Purchasing Agent shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Purchasing Agent, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Purchasing Agent's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All

phase-in/phase-out work fees must be approved by the Purchasing Agent in writing prior to commencement of said work.

E-VERIFY: Pursuant to *Code of Virginia*, § 2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with LCPS to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program, which is the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603), to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with LCPS for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

CERTIFICATION OF INTERNAL CONTROLS: The Contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on LCPS interests, the conduct of LCPS programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The Contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountants (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor's internal controls. The most recent version of the report shall be provided to Procurement Services upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Contractor's internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to Procurement Services within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the School Board to make a determination of breach of contract.

The Contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Contractor certifies the destruction of the sensitive data at the end of the contract term.

EXHIBIT 1: VENDOR DATA SHEET

1. Qualification: The Vendor must have the capability and capacity in all respects to satisfy fully all LCPS contractual requirements.

Vendor's Primary Contact for Awarded Contract:

Name: _____ Title: _____

Phone: _____ Email: _____

Vendor's Account Manager Contact:

Name: _____ Title: _____

Phone: _____ Email: _____

Vendor's Emergency Contact:

Name: _____ Title: _____

Phone: _____ Email: _____

Toll-Free: _____

2. Years in Business: Indicate the length of time Vendor has been in business providing this type of good or service:
_____ Years _____ Months

3. Indicate below a listing of at least three (3) current school, local government, or similar entity, that Vendor's company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact. In addition to this section, please submit a more detailed list of references including description of the scope of services provided and email address of the contact person.

A. Entity: _____

Contact Name & Title: _____

Phone : (____) _____ Fax: (____) _____ Email: _____

Project: _____

Services Performed: _____

Dates of Service: _____ \$ Value: _____

B. Entity _____

Contact Name & Title: _____

Phone : (____) _____ Fax: (____) _____ Email: _____

Project: _____

Services Performed: _____

Dates of Service: _____ \$ Value: _____

C. Entity: _____

Contact Name & Title: _____

Phone : (____) _____ Fax : (____) _____ Email: _____

Project: _____

Services Performed: _____

Dates of Service: _____ \$ Value: _____

EXHIBIT 2: PROPRIETARY CONFIDENTIAL INFORMATION IDENTIFICATION

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 § 2.2-4342F of the Code of Virginia, 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 page 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.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of Offeror's proposal submitted on _____.

Authorized Signature: _____ Date: _____

Name & Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

EXHIBIT 3: SPECIAL PROVISIONS

Contractors submitting proposals must respond to all eleven (11) items below. Failure to do so may result in the offeror being declared non-responsive.

YES	NO	
		1. Interpreters will follow the RID Code of Professional Conduct including the mandate that interpreters will keep all assignment- related information confidential. Educational interpreters will follow the EIPA educational interpreters' code of ethics.
		2. Successful contractors agree to adhere to the contractual terms and conditions herein. Service providers shall dress in a manner appropriate to the situation, arrive in sufficient time to determine and address specific assignment needs, and perform services in an appropriate and professional manner.
		3. The Contractor assumes responsibility for the quality of services provided and agrees to notify LCPS of any complaints or significant problems that may arise. LCPS reserves the right to refuse the use of any unqualified persons providing interpreting and request the fees for services be adjusted for unsatisfactory or any lack of performance.
		4. Compensation for completed assignments will be based on hours worked (with a 2-hour minimum).
		5. If LCPS cancels an assignment 1 business day or less in advance of the assignment, the Contractor will receive compensation for the scheduled time (not to exceed 8 hours of compensation). If LCPS cancels at least 2 business days in advance, no compensation will be given.
		6. For purposes of this contract business hours are considered to be from 7 AM to 5 PM Monday through Friday. Non-business hours are between 5:00 p.m. and 7:00 a.m. Monday through Thursday, and between Friday 5:00 p.m. and Monday 7:00 a.m.
		7. For any cancellations made by the Contractor, no compensation by LCPS will be paid.
		8. Contractor shall notify LCPS at least 24 hours in advance for any assignment that they are unable to fill.

YES	NO	
		9. Late arrival by the Interpreter will result in a deduction from the amount due for the assignment. The deduction for a late arrival of up to 30 minutes will be one half the hourly rate for the first hour. The deduction for lateness of more than 30 minutes or 25% of the total assignment will be one half the hourly rate for that day's assignment. Late arrival for 50% or more of the total assignment will be considered a cancellation by the firm.
		10. Contractors will be compensated for the scheduled time for assignments (not to exceed 8 hours of compensation) when an individual consumer or entity requesting services does not appear. However, if another individual or entity in the building, or within a five-mile radius, is in need of interpreting services, LCPS expects the Contractor to accept the assignment. For routine assignments where the consumer does not appear, an Interpreter must receive permission from the LCPS Retirement and Disabilities Programs Division or the site contact person before leaving the assignment. For public hearings or other events open to the public, the Interpreter shall remain on the site for the duration of the assignment period.
		11. If due to illness or emergency the interpreter is unable to provide services, they should notify as soon as possible the LCPS individual who booked the services. The interpreter should not arrange a substitute for the event; however, they may notify the LCPS contact of a possible available substitute to provide services. LCPS will arrange for a substitute for an individual interpreter and have the final authority to approve substitute services. Contractors employing multiple interpreters shall be responsible for arranging for a substitute if one of their employees needs to cancel their LCPS assignment due to illness or emergency within 24 hours of assignment.

EXHIBIT 4: PRICING SCHEDULE

Separate attachment



LOUDOUN COUNTY PUBLIC SCHOOLS
DEPARTMENT OF BUSINESS & FINANCIAL SERVICES
PROCUREMENT AND RISK MANAGEMENT
21000 Education Court, Suite #301
Ashburn, VA 20148
Phone (571) 252-1270 Fax (571) 252-1432

CONTRACT MODIFICATION

Date: November 13, 2024

Contract No.: RFP #R24254

Modification No.: 1

Contractor: **HIS SIGN, LLC**

Contact: Matt Peev

Address: 44050 Ashburn Shopping Plaza Suite 195-639
Ashburn, VA 20147

Phone: 877-886-8879

Email: Marketing@HISsign.com

SUBJECT: CONTRACT RENEWAL

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

By mutual agreement, contract **RFP #R24254 American Sign Language (ASL) Interpreter Services** is renewed for a period of one year from **March 1, 2025 through February 28, 2026**, in accordance with section 4.2 of the contract. The Terms and Conditions will be as specified in the original contract. This represents the first renewal option for this contract.

HIS SIGN, LLC

LOUDOUN COUNTY PUBLIC SCHOOLS

BY: Matt Peev
AUTHORIZED SIGNATURE

BY: Andrea Philyaw
AUTHORIZED SIGNATURE

BY: Matt Peev
PRINTED NAME

BY: Andrea Philyaw
PRINTED NAME

TITLE: COO

TITLE: Director Procurement/Risk Management

DATE: 11/14/2024

DATE: 2/28/25



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DEPARTMENT OF BUSINESS & FINANCIAL SERVICES
PROCUREMENT AND RISK MANAGEMENT
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March 1, 2025

Contract Information

Title:	American Sign Language (ASL) Interpreter Services
IFB/RFP Number:	RFP #R24254
Supersedes:	RFP #R19195
Vendor Name:	See attached Vendor List for Multiple awards
Debarment Form:	Required: No Form on File: Not Applicable
Contractor Certification: Virginia Code 22.1-296.1 ...the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.	Required: Yes Form on File: Yes
Pricing:	lcpspurchase@lcps.org
Contract Period:	March 1, 2025 to February 28, 2026
Contract Renewal Number:	1
Number of Renewals Remaining:	3
Procurement Contact:	Hind Zegoud
Procurement Director:	Andrea Philyaw



Agenda Item Details

Meeting	Feb 25, 2025 - 4th Tuesday School Board Meeting 4:30 p.m.
Category	2. Approval of Consent Agenda
Subject	2.11 Finance & Operations Committee: RFP #R24254 American Sign Language (ASL) Interpreter Services, Renewal
Type	Action (Consent)
Recommended Action	The Loudoun County School Board renews RFP #R24254 American Sign Language Interpreter Services effective March 1, 2025 through February 28, 2026.

STAFF REFERENCE: Jeanette Evans, Human Resources & Talent Development Director; Bridget Gorey, Supervisor of Special Education

PRESENTER(S): Andrea Philyaw, Procurement & Risk Management Director

RATIONALE: Renewal of RFP # R24254 American Sign Language Interpreter Services.

STRATEGIC PLAN: Aligned with Actions 1.4 - *Create regular opportunities to amplify Student Voice through both listening and action* and 4.1 *Deepen Family Engagement by offering inclusive opportunities for conversation across the division*.

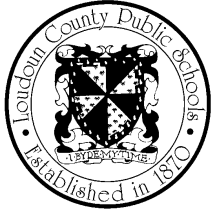
BUDGET IMPACT: The estimated value of this award is \$270,000 and will be determined by the number of occasions where ASL interpreter services are required. The funds for these services are included in the Human Resources and Talent Development and Special Education appropriated budgets. No rate increase was incurred.

BACKGROUND: On November 30, 2023, Loudoun County Public Schools issued RFP #R24254 American Sign Language (ASL) Interpreter Services for qualified, national or state-certified American Sign Language interpreters for LCPS staff, parents, and other members of the public who are deaf or hard-of-hearing and require communications services to participate in school business. Services are required at various times during the regular business day, evenings, and weekends, as the need occurs, by all school locations and the central office. The RFP allowed for multiple awards with the option to renew for four additional one-year terms. This is the first renewal option for this contract.

SUMMARY: Staff is recommending the renewal of RFP #R24254 American Sign Language Interpreter Services with: HIS Sign, LLC, Civic Access LLC, Sign Language USA, INC, TransPerfect, and Volatia Language Network, Inc. effective March 1, 2025 through February 28, 2026.

RECOMMENDATION(S): The Loudoun County School Board renews RFP #R24254 American Sign Language Interpreter Services effective March 1, 2025 through February 28, 2026.

ATTACHMENT(S): N/A



LOUDOUN COUNTY PUBLIC SCHOOLS
DEPARTMENT OF BUSINESS & FINANCIAL SERVICES
PURCHASING AND RISK MANAGEMENT DIVISION

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February 28, 2024

NOTICE OF AWARD

**RFP #R24254 American Sign Language (ASL) Interpreter
Services**

Loudoun County Public Schools issued a Request for Proposal (RFP) to provide ASL interpreting services for deaf and hard-of-hearing individuals, including students, staff, parents, and attendees at various school and school board functions. Loudoun County Public Schools awards RFP #R24254 to HIS Sign, LLC, Civic Access LLC, Sign Language USA, INC, TransPerfect, and Volatia Language Network, Inc. whose proposals provide the best value.

We appreciate your interest in being of service to the Loudoun County Public Schools.

Hind Zegoud, M.S., VCM
Procurement Supervisor



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Loudoun County Public Schools

Procurement & Risk Management Services

A Division of Department of Business and Financial Services

21000 Education Court, Suite 301

Ashburn, Virginia 20148

☎: 571-252-1270 📠: 571-252-1432

✉: lcpspurchase@lcps.org

🌐: <http://www.lcps.org>

Loudoun County Public Schools Standard Contract R24254

This Contract entered into this 28 day of February 2024, by HIS Sign, LLC. hereinafter called the “Contractor” or “HIS” and Loudoun County School Board, operating as Loudoun County Public Schools (hereinafter “LCPS”), the “Purchasing Agency.”

WITNESSETH that the contractor and LCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/Services to LCPS as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From March 1, 2024, through February 28, 2025, with four optional one (1) year renewal periods mutually agreeable to both Parties.

This signed Contract constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. In case of any inconsistency, conflict, or ambiguity among any of the contract documents, and notwithstanding any other provision in any document to the contrary regarding any inconsistency, the interpretation shall be governed in the following order for priority:

The contract documents shall consist of:

- 1) This signed form,
- 1) Loudoun County Public Schools’ Request for Proposal RFP #R24254 American Sign Language (ASL) Interpreter Services,
- 2) HIS Pricing Schedule dated December 14, 2023,
- 3) Proposal submitted by HIS dated December 14, 2023, and
- 4) All subsequent amendments to the Contract.

WITNESSETH that Contractor and LCPS, in consideration of the mutual covenants, promises and agreements herein contained, Contractor hereby acknowledges, represents, and agrees to the following terms and conditions:

Fees and Expenses—Reference RFP# R24254 Pricing Summary, fees and expenses are due and payable within thirty (30) days after receipt of the correct invoice.

No Waiver—The failure of a Party to enforce any provision, term, or condition in this Agreement shall not be deemed to be a waiver of such rights or any subsequent breach of provisions herein contained.

February 28, 2024

Assignment—No Party shall assign or otherwise transfer its rights, duties or privileges or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer, or delegation without such consent shall be void.

Force Majeure—Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its control, such as, but not limited to weather, natural disasters, pandemics, acts of war, insurrection, and terrorism. If a Party seeks to rely on a force majeure event, that Party shall immediately notify the other Party of the reason for and anticipated period of any delay. For purposes of this Agreement, “Force Majeure” includes labor disputes not involving the Contractor’s parties, fire, terrorism, war, epidemics, unusually severe weather not foreseeable, and governmental acts, or declarations unrelated to this Agreement. If school is cancelled the event may be cancelled with no penalty to LCPS.

Safety—LCPS contracts with the Contractor as an independent contractor to provide all labor, materials, equipment, items, work and services, and incidental services necessary or incidental to perform this Contract, subject as an employer to all unemployment compensation, occupational health and safety, or similar statutes. If Contractor, its employees, or persons acting on behalf of Contractor are required to come onto the Project in connection with the performance of this Agreement, Contractor shall comply with all safety requirements of LCPS, and all applicable Laws.

Request for Cancellation— Should LCPS decide to cancel an assignment in less than twenty-four hours, the contractor will be paid for the period that was originally scheduled for that day. LCPS will not be charged for cancellations made more than 24 hours in advance.

Interpreters Scheduled— Any assignment that requires two interpreters must be approved by LCPS.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

LOUDOUN COUNTY PUBLIC SCHOOLS

Name: Matt Peev

Name: Andrea Philyaw

Title: COO

Title: Director, Procurement/Risk Management

Date: 03/04/2024

Date: 3/27/24

Signature: Matt Peev

Signature: Andrea Philyaw

February 28, 2024

NAD-RID National Interpretation Certification (NIC)			
Certifications Level	NIC Master	IC Advance	NIC
Rate per Hour			
HIS			
Civic	\$105	\$105	\$105
SLUSA	\$73	\$73	\$73
Transperfect	\$140	\$140	\$140
Volatia Language	\$135	\$135	\$135

Registry of Interpreters for the Deaf Certification (RID)

Certifications Level	CSC CI & CT CDI or RSC MCSC OTC	CI or CT	IC TC	IC/TC OIC:S/V OIC:V/S
Rate per Hour				
HIS				
Civic	\$105	\$105	\$105	\$105
SLUSA	\$73	\$73	\$73	\$73
Transperfect	\$140	\$140	\$140	\$140
Volatia Language	\$135	\$135	\$135	\$135

National Association of the Deaf Certification (NAD)

Certifications Level	NAD5	NAD4	NAD3
Rate per Hour			
HIS	\$79	\$79	\$79
Civic	\$105	\$105	\$105
SLUSA	\$73	\$73	\$73
Transperfect	\$140	\$140	\$140
Volatia Language	\$135	\$135	\$135

Certifications Level	TSC:4	TSC:3	TSC:2	TSC:1
Rate per Hour				
HIS	\$79	\$79	\$79	\$79
Civic	\$105	\$105	\$105	\$105
SLUSA	\$73	\$73	\$73	\$73
Transperfect	\$140	\$140	\$140	\$140
Volatia Language	\$135	\$135	\$135	\$135

Certifications Level	T-IV / I-IV	CS-IV/I-IV / T-IV / T-III / I-III	CS-III/ I-III / T-III
Rate per Hour			
HIS	\$79	\$79	\$79
Civic	\$105	\$105	\$105
SLUSA	\$73	\$73	\$73
Transperfect	\$140	\$140	\$140
Volatia Language	\$135	\$135	\$135

Please indicate in the spaces below your proposed hourly rate for each of the following services:

Service	Negotiated Hourly Rate				
	HIS	Civic	SLUSA	Transperfect	Volatia Language
Tactile Interpreting	\$79	\$120	\$75	\$140	
Interpreting assignments between 5:00 pm	\$79	\$132	\$73	\$140	\$135
Interpreting assignments between Friday	\$79	\$132	\$73	\$140	\$135