

FAUQUIER COUNTY PUBLIC SCHOOLS  
**PROCUREMENT DIVISION**  
320 Hospital Drive Ste. 23  
Warrenton, Virginia 20186  
Phone: 540.422.8350 Fax: 540.422.8355

**NOTICE OF CONTRACT RIDER**

DATE: October 30, 2024

COMMODITY NAME: Cabling and Low Voltage Systems Maintenance Service

CONTRACT NUMBER: **25-071-S-R** (Riding Alexandria City Public Schools 2022049)

CONTRACT PERIOD: October 15, 2024, through August 23, 2025

RENEWALS: Three (3) optional 1-year renewals

CONTRACTOR: PAVION CORP (Formerly Corbett Technology Solutions)  
VN:651582 4151 Lafayette Center Drive  
Suite 700  
Chantilly, VA 20151  
Phone: 703-930-8737  
Matt Fitzgerald  
[mfitzgerald@pavion.com](mailto:mfitzgerald@pavion.com)

TERMS: Net 45 days

DELIVERY: See contract details

FOR FURTHER INFORMATION CONTACT: Jeffrey Campbell  
Procurement Officer III  
Phone: 540.422.8350

NOTICE TO ALL FAUQUIER COUNTY PUBLIC SCHOOLS USING DEPARTMENTS: This contract is the result of a competitive bid program, and its use must follow the FCPS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

## INSTRUCTIONS

1. **Orders:** All FCG Using Departments must order services listed by issuing FCG Purchase Orders per FCG Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a “Not to exceed” estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and approval of contractor’s invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via fax or courier.
5. **Renewals:** As stated on the face of this notice three (3) additional 1-year renewals are on this contract. Renewal notification will be issued by the contract officer after verification of Chesterfields County renewal, with input requested from the using departments, approximately sixty days in advance of the expiration date of the current term.
- 6.

**FAUQUIER COUNTY PUBLIC SCHOOLS**  
**a political subdivision of the Commonwealth of Virginia**  
Contract # 25-071-S-R  
Riding Alexandria City Public Schools Contract (2022049) **PAVION CORP.**  
**(FORMERLY CORBETT TECHNOLOGY SOLUTIONS INC.)**

This Agreement is made and entered into this 29 day of **October 2024**, by the Fauquier County Public Schools a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and **PAVION CORP.** having its principal of business at **4151 Lafayette Center Dr. Suite 700, Chantilly, VA 20151** 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 for the provision of Cabling and Low Voltage Systems Maintenance Services.

**COMPENSATION:** The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term "pricing as negotiated and attached". Contractor agrees to maintain current pricing for one additional renewal term.

**CONTRACT PERIOD:** Date of execution through August 23, 2025, with three optional one-year renewals at the mutual agreement of both parties.

The contract documents shall consist of **and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:**

- (1) This signed form;
- (2) Fauquier County Government General Terms & Conditions;
- (3) ACPS RFP 1127 for Cabling and Low Voltage Systems Maintenance Service, and supporting documents; and
- (4) Final Agreement ACPS No 2022049 dated September 15, 2021, including all attachments and documents incorporated by reference and amendments 1, 2, & 3, dated 8/31/22; 8/24/23; and 9/10/24 respectively.

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

Signed for **PAVION CORP.**

By: William R. Deifert

Title: President

Date: 10/29/24

Fauquier County Public Schools  
a political subdivision of the Commonwealth of  
Virginia

By: Kristen Hylton  
Kristen Hylton

Title: Procurement Manager

Date: 10.29.2024

## 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.

- 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.

  - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
  - 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.
  - 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:

  - 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.
  - 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/Offeree 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/Offeree. 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/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees 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/Offerees 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/Offeree 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/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree 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/Offeree 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-responsible 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/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree 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/Offeree fails to satisfy the Owner that such Bidder/Offeree 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 sub-tier 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.
- 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.
  - 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.
  - 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](http://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.

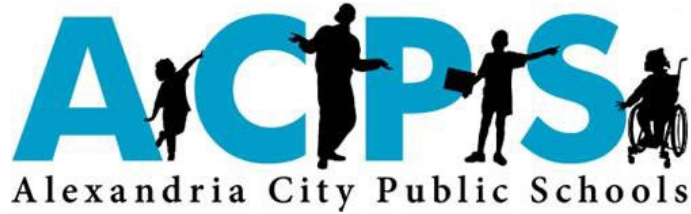


48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. 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/Offeror 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/Offeror is not a responsible bidder/Offeror. 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/Offeror 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 Offeror 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.



**ALEXANDRIA CITY SCHOOL BOARD  
dba**

**ALEXANDRIA CITY PUBLIC SCHOOLS**

**REQUEST FOR PROPOSALS (RFP)**

**FOR THE PROVISION OF**

**CABLING AND LOW VOLTAGE SYSTEMS MAINTENANCE SERVICES**

**RFP NUMBER 1127**

**CLOSING DATE: JULY 25, 2021**

**CLOSING TIME: 11:00 AM**

**ONLY ELECTRONIC RESPONSES VIA Eva (electronic Virginia's) website will be accepted, Vendor Registration is required to submit a response, please use the follow link to eVA <https://eva.virginia.gov/>**

All Proposals shall remain valid for a period of ninety (90) days.

**ALEXANDRIA CITY PUBLIC SCHOOLS**

**DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS**

Date of RFP – June 25, 2021



Dated: June 21, 2021

RE: RFP NO. 1127 Cabling and Low Voltage Systems Maintenance Services

Commodity Codes: 20413, 20464,28510, 28070,28024, 28008

**To Whom It May Concern:**

Alexandria City Public Schools (herein after “ACPS) is currently seeking qualified Offeror(s) to provided consultant services for Cabling and Low Voltage Systems Maintenance Requests to guide our division wide equity work. ACPS invites any qualified Offeror to respond to this RFP by submitting a proposal consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

**Each Offeror(s) is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal.**

Questions must be submitted via email directly to [Terrence.stafford@acps.k12.va.us](mailto:Terrence.stafford@acps.k12.va.us) , with the subject line: “RFP 1127: Cabling and Low Voltage Systems Maintenance Services . If necessary, an addendum will be issued and posted to the web site at [www.eva.virginia.gov](http://www.eva.virginia.gov). Verbal questions shall not be allowed.

**Tentative Event Schedule for RFP 1127: Cabling and Low Voltage Systems Maintenance Services**

Non- Mandatory Pre-Proposal Conference	July 1, 2021, 11:00 PM EST
Deadline for Questions	July 9, 2021, 3:00 PM EST
Proposals Due	July 26, 2021, 11:00 AM EST
Oral Presentations/ Interviews	Week of August 2, 2021
Notice of Award	Week of August 9. 2021

**A non-mandatory Pre-Proposal Conference Call is scheduled for Thursday, July 1 at 11:00 am.**

A zoom link has been created for this conference. Use the link

<https://acpsk12.zoom.us/my/terrencestafford> to join the call.

Sincerely,

Terrence Stafford, Senior Buyer ACPS Procurement and General Service

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FOR THE PROVISION OF

**CABLING AND LOW VOLTAGE SYSTEMS MAINTENANCE SERVICES**

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**SECTION 1. PURPOSE.**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with a contractor or contractors through competitive negotiations to provide cabling and low voltage systems maintenance services for the school division. ACPS invites any qualified Offeror to respond to this RFP by submitting a proposal consistent with the terms and conditions herein set forth. Final scope of work / services will be negotiated with the successful Offeror/s.

**SECTION 2. BACKGROUND.**

Alexandria City Public Schools serves more than 16,000 students who are from more than 114 countries and speak 119 languages. ACPS has 18 schools, including two middle schools, two K-8 schools, one pre-K school and the internationally recognized T.C. Williams High School. ACPS is committed to ensuring that each and every student succeeds. ACPS consists of twenty-three (23) buildings at twenty-three (23) locations in the City of Alexandria. These buildings comprise of approximately 2.1 million square feet of space

**SECTION 3. INSTRUCTIONS TO OFFERORS.**

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An offeror must promptly notify the Procurement office of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Senior Buyer, Terrence Stafford at [Terrence.Stafford@acps.k12.va.us](mailto:Terrence.Stafford@acps.k12.va.us).
  
- B. Prospective Offerors are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of ACPS, which may also be considered.
  - 1. Understanding of the RFP and Technical approach: Each Offeror shall provide a statement and discussion of the requirements as they are analyzed by the Offeror. Each Offeror shall propose a definitive Scope of Work with explanation of approaches for executing the requirements of the scope and achieving the objectives of this Request for Proposal.
  - 2. Work Plan Methodology and Draft Schedule: Each Offeror shall present a description of the phase or segments into which the proposed program can be logically divided and performed. The plan must address separately each of the tasks described in this RFP. This section should also contain a discussion of any changes proposed by the Offeror which substantially differs from the project scope described in this RFP. Further, this section shall include detailed descriptions of activities, and anticipated deliverables.

3. Organizational structure of firm and qualifications of management personnel. Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
  4. Financial condition of the firm and ability to perform all obligations of any resultant contract. The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.
  5. Each Offeror is to state whether or not: any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of ACPS or has any responsibility or authority with ACPS that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to ACPS. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.
  6. Experience in providing the services and/or items requested by this RFP. Each Offeror shall expand on all experience and qualifications in providing the required services for any School system or any government agency.
  7. Cost Proposal: The Offeror must submit a cost proposal, which shall include any proposed costs. The proposal must contain details for any fees proposed. Please include hourly rates as well as a minimum discount from list price for materials.
  8. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference shall be considered and evaluated.
  9. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
  10. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
  11. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
- C. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP within the last five (5) years especially from other School operations similar to those being requested in this RFP. Each reference should include organizational name, official address, and contact person, title of contract, number of years in use, email address and phone number
- D. Also include any other materials you may want to submit as part of your proposal response.

- E. Responses to this RFP must be in the prescribed format, Section 5. Technical Proposal Requirements
- F. ACPS may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- G. ACPS has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- H. ACPS reserves to make multiple awards from this RFP and the right to select different if it is in the best interest of ACPS.
- I. ACPS is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by the Offeror in the preparation, submission and presentation of the proposal are the sole responsibility of the Offeror and may not be charge to ACPS
- J. Vendors requiring print resources and ancillary materials returned after evaluation should state that information in their proposal and provide pre-paid shipping labels for those returns.
- K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. **Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC.** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- L. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.
- M. Upon notification of selection, the successful Offeror is **required to register on ACPS' Vendor Self-Service Registration System at <https://acps.munisservice.com/>** .
- O. Upon execution of a contract for services, the Successful Offeror must submit to ACPS a copy of its certificate of insurance in a form acceptable to ACPS

#### **SECTION 4. RESPONSE FORMAT**

The information listed below shall be submitted with this Request for Proposal for ease of review and understanding. **One (1) file with each section clearly labeled and page numbers shall be submitted.** Failure of an Offeror to comply may result in the rejection of its proposal.

The Qualifications Submission shall have the following formatting requirements:

- Orientation: Landscape (Forms provided in portrait can be submitted in portrait)
- Minimum Font Size: 10 point
- Include tabs/dividers for each section
- Maximum Page Limit: 80 pages
- Include page numbers for all documents

**Proposal Contents:** Tab1; identifies the minimum proposal response documents that should be provided to ACPS. A fully executed Request for Proposals must include the following in each section:

**TAB 1: Administrative**

- Letter of Transmittal: An executive summary of the Offeror’s understanding of the services sought through the RFP, and a description of the Offeror’s underlying philosophy in providing the services;
- Expertise and Understanding of RFP and Technical Approach: The Offeror must provide a written narrative statement to demonstrate their understanding, ability, and willingness to satisfy all the specified requirements and meet the project goals stated in this RFP.
- The Sample Contract Attachment; A
- Proposal Forms; Attachment B (pages 37-47)
  - Trade Secrets or Proprietary Information
  - Conflict of Interest Statement
  - W-9 Request for Taxpayer Identification Number and Certification
- The Insurance Requirements Checklist; Attachment C
- School Locations and Equipment; Attachment D
- Copy of Department of Occupational Regulation (DPOR) Certificate
- Exceptions and Proprietary Information: Offerors must specify in a cover sheet any sections containing trade secrets or proprietary information. Offerors must also specify and exceptions to the Sample Contract or any terms and conditions of the RFP.

**TAB 2: Firm Profile/Experience and RFP**

- Provide an executive summary which includes your firm’s history, ownership, products or services offered, qualifications, and financial status.
- Provide a non-technical summation of your firm’s understanding of the proposal
- Describe the Offeror’s experience in providing similar services.
- Is the Offeror’s business line solely performing Cabling Services and Low Voltage Systems Maintenance?
- In a matrix format provide below information:
  - a. Number of years in business
  - b. Proximity to Alexandria, VA (from home office and office that the project will be managed from)
  - c. Firm Yearly Revenue for the past five years (list each year and revenue per year)



- d. Listing of K-12 Public Projects completed in the past five (5) years in the Virginia, District of Columbia and Maryland (organize by State or DC)

**TAB 3: Additional Capabilities and Specialty Service Areas**

- Peripheral contributing factors including additional services and capabilities.
- What factors differentiate the Offeror from other potential Offerors for this Work.
- What is the Offeror's strength in the marketplace?
- List of inventory parts and components on hand or available within 24-hours
- The Maintenance Program, the Electronic System, and Sample Reports submitted.

**TAB 4: Appropriate Experience**

- In this section provide project sheets for a minimum of five (5) projects completed within the past five (5) years demonstrating requirements and information detailed below:
- Include the following details on each of the project sheets:
  1. Project Name
  2. Project Owner
  3. Delivery Method
  4. Type of Cabling and Low Voltage Systems Maintenance provided
  5. Scope of Services provided
  6. Type of Project (Renovation, New Construction, Addition)
  7. Contract Value
  8. Substantial Completion Date
  9. SF of Project
  10. Project Settings (Urban, Rural, Residential, Commercial, etc.)
  11. Achieved Sustainability Level (LEED Level, Net Zero, etc.)
  12. Provide a narrative for each project on the project sheet including the following:
  13. General description of the project
  14. Relevancy to this Request for Qualifications
  15. Demonstrate any of the following factors in the narrative that are appropriate to the projects:
  16. Demonstrate that the cabling services provided achieved project goals, provided long term benefits to the owner and created opportunities for operating efficiencies and savings
  17. Provide a contact person representing the Owner for each of the projects – include their name, title, telephone number and email address.
  18. Provide Sample Reports on Cabling and Low Voltage Systems Maintenance Services

**TAB 5: Key Personnel**

- The Certified Technician Resumes (to include copies of applicable licenses);
- Highlight projects in progress or completed by each individual that are targeting LEED Gold or higher and/or which are pursuing net-zero energy.
- Include experience history, who will be assigned to work on the project and provide services.
- An organization chart that includes only those team members that will be active and ongoing participants on the project.

- Identify the key point of contact for ACPS and the project team.

**TAB 6: Consultants Technical Plan and Approach Exhibit A**

- Whether the Offeror can provide the services and deliver the items in a prompt and timely manner.
- The Offeror's written technical plan and approach towards providing the requested Cabling and Low Voltage Systems Maintenance Services
- Successes on projects similar in size and scope

**Tab 7: Cost Proposal Exhibit B, Requested**

- Fee Schedule shall include all services required under the Scope of Work
- Provide a lump-sum price for each phase
- Provide a breakdown of hourly rates and assumed hours, by position, utilized to develop the lump sum prices provided.
- Note that this information is provided to substantiate the lump-sum proposal.
- Provide a complete list of hourly rates by position
- Scope Modifications
- Provide a list of additional services recommended beyond those requested in this document and proposed pricing related to each proposed service.
- Provide a complete list of assumptions and exclusions.
- Example of Fee breakdown

**SECTION 5. SCOPE OF SERVICES.**

The following are the services that the successful Offeror (also referred to sometimes as Contractor or Firm) will be required to provide to ACPS. Each Offeror shall address and describe how Cabling Services, including emergency response, will be handled to include, but not limited to staffing, parts availability, and response time. Each stated task and capability will be accomplished for all locations listed in Attachment D. It is highly recommended that each Offeror address each section in detail, as outlined below, to allow an equitable assessment of each submittal: OFFERORS ARE REQUESTED TO SUBMIT THIS INFORMATION IN THEIR TECHNICAL PROPOSAL EXHIBIT A

**PROJECT DESCRIPTION**

The following are the services that the successful Offerors (also referred to sometimes as Contractors) will be required to provide to ACPS. Each Offeror shall address and describe how each stated task and capability will be accomplished and shall complete the table below.

1. Local Area Network
  - a. Support and maintenance of fiber optic backbone and twisted pair workstation cabling.
2. Wireless Network
  - a. Mounting of wireless access points. Installation of twisted pair cables to support access points.
3. CATV System

- a. Installation of coax cable drops, maintenance of taps, splitters and amplifiers in support of the CATV system in each building.
- 4. PA System
  - a. Support and maintenance of Rauland school paging system. Hardware maintenance, replacement, programming and cabling, upgrade and migrations.
- 5. Phone System
  - a. Support and maintenance of the station cabling.
  - b. Support, maintenance and Programming of legacy (Comdial, Lucent) phone systems.
- 6. Additional low voltage Items and systems offered by the vendor through their support catalog.

**EXPECTATIONS**

Ref.	Description	Yes	No
<b>A.1</b>	Provide support and maintenance of fiber backbone and twisted pair workstation cabling for the ACPS Local Area Network.		
<b>A.2</b>	Provide mounting of wireless access points, installation of twisted pair cables to support access points for the ACPS Wireless Network.		
<b>A.3</b>	Provide installation of coax cable drops, maintenance of taps, splitters and amplifies in support of the CATV system in each building.		
<b>A.4</b>	Provide support and maintenance of Rauland school paging system as well as hardware maintenance, replacement, programming and cabling.		
<b>A.5</b>	Provide support and maintenance of the station cabling and support and maintenance of phone system programming for the ACPS legacy phone systems.		

In addition to providing cabling and low voltage systems maintenance services, briefly describe any additional services your firm could provide to ACPS. In your response please list these as alternate services.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to ACPS under this RFP are those as set forth above as well as those referred to in any way in this RFP, and in the sample contract, any terms and conditions, and/or any attachments to this RFP. Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to ACPS under this RFP is subject to negotiations with the successful Offeror, and final approval by ACPS.

## **SECTION 6. SUBMITTAL PROCEDURES**

Vendors must be registered with eVA before the opening date and time, as specified in the cover page of this solicitation or subsequent addenda. The registration process must be completed before submitting any response to a solicitation, so allow enough time to complete that process first.

Only electronic responses eVA (electronic Virginia) website: proposals will be accepted on or before the RFP closing date and time. No paper copies allowed.

EXCEPTION to the RFP requirements ARE NOT ALLOWED. Taking exception to the RFP requirements may result in a conditional proposal. Conditional proposals are not acceptable and may be rejected in whole or in part.

A proposal shall contain the original signature of an individual who is authorized to bind the Company. The original signature should be provided on the RFP Form and on all other proposal documents where a signature is required. **REGISTRATION IS REQUIRED PRIOR TO SUBMITTAL. ALLOW TIME FOR PROCESSING AND ACTIVATION.**

## **SECTION 7. EVALUATION CRITERIA.**

ACPS will use the following minimum criteria to determine the responsibility of an Offeror:

- a. The Offeror must demonstrate in its Proposal and any subsequent discussions with ACPS that it has a clear understanding of ACPS's needs and proposed approach to the Work as set forth in the RFP;
- b. The Offeror must possess the ability, experience, capabilities, skill and financial resources to perform the Work and fulfill the requirements under a resulting Contract on a timely basis;
- c. The Offeror must have performed satisfactorily in previous contracts of similar size and scope with ACPS and/or other organizations, especially local municipal governments. Failure to have an acceptable performance is grounds for being non-responsive to this RFP;
- d. If the Offeror has not performed a contract of similar size and scope, the Offeror and/or its team members must demonstrate its capability to perform the Work set forth in the RFP and fulfill the requirements under a Contract resulting from the RFP;
- e. The Offeror, its employees and its independent contractors are properly licensed under applicable federal, state, and local laws;
- f. The qualifications, technical experience and availability of the personnel who will be assigned to the Contract demonstrating the expertise required for this project; and
- g. The Offeror must possess a demonstrated knowledge of all federal, state, and ACPS laws, codes and regulations relating to or applicable to the scope of work set forth in this solicitation.

In addition to the requirements above, an Offeror shall be prepared to submit, within five (5) Business Days after a request is made by ACPS, detailed written evidence such as proof of

licensing, current commitments and any other information as may be necessary to demonstrate the Offeror's qualifications to perform the Work.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to in the Scope of Work above, and those criteria set forth below with a maximum of one hundred (100) points:

Offeror's will be evaluated based on the extent to which each proposal meets the requirements of the RFP and demonstrates the Offeror's ability to successfully perform the services sought by ACPS. After demonstrating an ability to meet the minimum requirements, proposals that meet the qualification requirements as set forth in this solicitation will be evaluated using the following criteria

**Initial Evaluation Criteria:**

<b><u>Item</u></b>	<b><u>Factors Set 1: Description</u></b>	<b><u>Points</u></b>
1	Qualifications and technical experience of key personnel assigned to the project.	20
2	Similar Project Experience, with documented examples that demonstrate your ability, and delivery of technically sufficient, constructible and code compliant projects.	40
3	References, proven track record with project teams while delivering projects on time and within the contract budget.	10
4	Overall Project Approach of each Phase, knowledge, and understanding of impact and the complexity of this project, development of approach, and articulation of each phase of what will be the expected resolution of each phase.	30
	Total	100

**Factors Set 2 should be used by the short-listed pre-qualified offerors to guide interview presentations and will be used to determine which offeror advances to the negotiation stage.**

Item	Factors Set 2: Description	Points
1	Demonstrate plan for success in commissioning services	20
2	Project Team Qualifications and Experience	20
3	Project Approach by Phases	40
4	Pricing	10
5	Schedule of Phased Approach	10
	Total	100

Evaluation of proposals and selection of the Offeror will be a collaborative effort that will include voting representatives from ACPS.,

The anticipated schedule of activities, subject to change, is as follows:

Issue RFP	June 11
Pre-Proposal Conference	June 16
Deadline for Questions	June 19
Proposals Due	July 26
Shortlist Notice	July 2_
Interviews	Week of August 2
Notice to Top Ranked Vendor	August 2
Price Proposal from Top Ranked Vendor	August 3
Negotiations	TBD

All questions about the project or the meaning or intent of this RFP should be directed to Terrence Stafford at [terrence.stafford@acps.k12.va.us](mailto:terrence.stafford@acps.k12.va.us) with a copy to John Crites at [jcrites@acps.k12.va.us](mailto:jcrites@acps.k12.va.us)

## **SECTION 8. SELECTION PROCESS.**

- A. Pursuant to Section 2.2-4301 (3)(b) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. 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, ACPS shall select the Offeror which has made the best proposal, and may make a recommendation of award of the contract to the ACPS School Board. ACPS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should ACPS 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 a recommendation of award be made to the ACPS School Board for that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Procurement Office for responsiveness prior to referral to a selection committee or person. A committee consisting of ACPS personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to ACPS School Board, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of ACPS, as determined by the ACPS School Board. ACPS reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of ACPS.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The oral presentation is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of ACPS and may or may not be conducted. It is anticipated these presentations, if scheduled, will occur the week of August 2, 2021

## **SECTION 9. COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. ACPS shall not be responsible or liable for any costs, expenses, or any other matters of any type

to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

#### **SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.**

The Sample Contract marked as Attachment A to RFP No.1127 contains terms and conditions that ACPS plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between ACPS and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

#### **SECTION 11. AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP**

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Director of Procurement of such error in writing and request modification or clarification of the RFP. Any Proposal that includes assumed clarifications and/or corrections without the required authentication of the same shall be subject to rejection by ACPS. Any necessary modification or clarification to the RFP will be made and corrections posted by an Addendum to this RFP.

#### **SECTION 12. PROPOSAL AND PRESENTATION COSTS**

ACPS shall not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to the RFP.

#### **SECTION 13. WAIVER OF INFORMALITIES**

ACPS reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, quantity, or delivery schedule of the goods, services and/or construction being procured. If insufficient information is submitted for ACPS to properly evaluate the proposals by an Offeror, ACPS reserves the right to require such additional information as it may deem necessary after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

#### **SECTION 14. TIE BIDS**

- a. If two (2) or more Offeror's submit Proposals that are identical as to price, quality, and service, preference shall be given to goods produced in Virginia or goods or services or construction provided by Virginia persons, firms, or corporations; otherwise, the tie shall be decided by lot or as hereinafter provided.



- b. Whenever any Offeror is a resident of any other state and such state under its laws allows a resident Vendor of that state preference, a like preference may be allowed to the lowest responsible Offeror who is a resident of Virginia.

## **SECTION 15. PROPOSAL WITHDRAWAL PROCEDURE**

An Offeror may withdraw its Proposal from consideration at any time prior to the Proposal opening by notifying the ACPS Director of Procurement in writing.

Subsequent to the commencement of the proposal opening procedure, an Offeror may withdraw its Proposal from consideration if the price submitted is substantially lower than other Proposals due solely to a mistake therein, provided:

- i. that the Proposal was submitted in good faith;
- ii. and the mistake was a clerical mistake as opposed to a judgment mistake was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the Proposal; and
- iii. that the unintentional nature of the arithmetic error or omission is clearly shown to the Procurement Manager's satisfaction by objective evidence drawn from original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn. Written notice of the Proposal withdrawal must be provided by the Offeror within two (2) Business Days of the conclusion of the proposal opening procedure. By close of business on the second business day following the written notice of withdrawal, the Offeror must submit to the ACPS Director of Procurement all original work papers, documents, and materials used to prepare the Proposal.

The aforementioned notice and documents must be delivered in person or by registered mail to the ACPS Director of Procurement. The ACPS Director of Procurement's determination shall be made in writing within five (5) Business Days of receipt of the notice of the Proposal withdrawal, shall state the reason for denial of the request for withdrawal (if applicable), and may only be based upon the original work papers, documents, and materials delivered as requested above.

## **SECTION 16. PROPOSAL ACCEPTANCE**

Submission of a signed Proposal is certification by the respective Offeror that it is registered with the Virginia State Corporation Commission, if applicable, it is the legal entity authorized to enter into an agreement with ACPS, and that it will accept any award made to it as a result of the submission.

ACPS' Purchase Order will serve as a payment document and Agreement, and the Purchase Order Number shall be shown on all invoices and correspondence.

## **SECTION 17. EXAMINATION OF SOLICITATION DOCUMENTS**

It is the responsibility of each Offeror to examine thoroughly the Solicitation Documents and other related data identified in the RFP before submitting a Proposal in response to the RFP.

## **SECTION 18. PAYMENT TERMS**

Payment terms will be recorded by ACPS as Net forty-five (45) days. ACPS will pay the Vendor within forty-five (45) calendar days after the date of receipt of a correct, as determined by Facilities invoice approved by the Facilities designee describing the approved delivery and the acceptance of the items which meets the Contract requirements, whichever is later. Payments will be made by ACPS for goods furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the ACPS Purchase Order pursuant to which authority shipments have been made shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by ACPS.

After acceptance of the Contract, the successful vendor may invoice monthly for services completed.

When submitting the **FINAL** invoice, Vendor shall indicate as such on the document, marking with a clear stamp or marking of **FINAL**. By submitting and being compensated for said final invoice, Vendor agrees that the payments rendered are in full compensation for the Work and constitute Accord and Satisfaction of any duties, obligations, or requirements of the Parties. Vendor also releases its rights to any and all claims or disputes related to the provision of the Work, whether known or unknown.

## **SECTION 19. NEGOTIATIONS WITH OFFEROR**

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror.

Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror

Any such negotiated contract shall be subject to final approval of ACPS, in the sole discretion of ACPS.

## **SECTION 20. DISCRIMINATION BY VENDOR PROHIBITED**

**During the performance of this Contract, the Vendor agrees as follows:**

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where

there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Vendor.1The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that the Vendor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Vendor will comply with the provisions of the Americans with Disabilities Act of 1990 and its most current revisions, which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Vendor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each sub-vendor 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 Vendor by ACPS, 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.

## **SECTION 21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Vendor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

## **SECTION 22. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Vendor agrees to:

- i. provide a drug-free workplace for the Vendor'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 marijuana or any other controlled substance is prohibited in the Vendor'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 Vendor that the Vendor maintains a drug-free workplace; and
- iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each sub-Vendor 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 Vendor by ACPS, 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.

### **SECTION 23. FAILURE TO DELIVER**

In case of failure by the Vendor to deliver goods in accordance with the PO Documents, ACPS, after written notice, may procure the same or similar goods or services from other sources and the Vendor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which ACPS may have pursuant to this Contract or under law. At its discretion, ACPS shall be entitled to offset such costs against any sums owed by ACPS to the Vendor.

### **SECTION 24. TERMINATION**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until ACPS determines that all the following requirements and conditions have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Vendor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Contract sooner if the Vendor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the ACPS in its discretion.

If ACPS determines that the Vendor has failed to perform satisfactorily, then ACPS will give the Vendor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Vendor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Vendor's failure to provide satisfactory Contract performance. Upon such termination, the Vendor may apply for compensation for Contract services satisfactorily performed by the Vendor, allocable to the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to ACPS Project Officer within fifteen (15) days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Vendor of same within a reasonable time thereafter.

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

Upon any termination pursuant to this section, the Vendor shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the Work covered by the Contract, including costs of delay in completing

the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Vendor or its sub-Vendors. Such costs shall be either deducted from any amount due the Vendor or shall be promptly paid by the Vendor to ACPS upon demand by ACPS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contactor is liable to ACPS, and ACPS shall be entitled to recover, all damages to which ACPS is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by ACPS to the Vendor under the Contract and all attorney fees and costs incurred by ACPS to enforce any provision of this Contract.

Except as otherwise directed by ACPS in the notice, the Vendor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Vendor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

#### **SECTION 25. TERMINATION FOR CONVENIENCE**

The performance of Work under this Contract may be terminated by ACPS' Director of Procurement, in whole or in part, whenever determined that such termination is in the best interest of ACPS. Any such termination shall be affected by the delivery to the Vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Vendor will be entitled to receive compensation for all Contract services satisfactorily performed by the Vendor and allocable to the Contract and accepted by the ACPS prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Vendor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the ACPS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

#### **SECTION 26. INDEMNIFICATION**

The Vendor covenants for itself, its employees, and sub Vendors to save, defend, hold harmless and indemnify the ACPS, and all of its elected and appointed officials, officers, current and former

employees, agents, departments, agencies, boards, and commissions (collectively the “ACPS” for purposes of this section) from and against any and all claims made by third parties or by the ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Vendor’s acts or omissions, including the acts or omissions of its employees or sub-Vendors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the ACPS, the Vendor fails or refuses to fulfill its obligations contained in this section, the Vendor shall be liable for and reimburse the ACPS for any and all expenses, including, but not limited to, reasonable attorney fees incurred and any settlements or payments made. The Vendor shall pay such expenses upon demand by the ACPS and failure to do so may result in such amounts being withheld from any amounts due to Vendor under this Contract.

## **SECTION 27. CONFIDENTIAL INFORMATION**

The Vendor, and its employees, agents, and sub-Vendors, hereby agree to hold as confidential all ACPS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Vendor shall

take reasonable measures to ensure that all of its employees, agents, and sub-Vendors are informed of, and abide by, this requirement.

## **SECTION 28. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates any and all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Vendor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or sub-Vendor and that it has not conferred on any public employee having official responsibility for this procurement 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.

## **SECTION 29. ACPS EMPLOYEES**

No employee of ACPS shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

### **SECTION 30. FORCE MAJURE**

The Vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the Vendor and outside the scope of the Vendor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

ACPS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond the control of the ACPS that make performance impossible or illegal, unless otherwise specified in the Contract.

### **SECTION 31. AUTHORITY TO TRANSACT BUSINESS**

The Vendor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Vendor in violation of this requirement is voidable, without cost or expense, at the sole option of the ACPS.

### **SECTION 32. INDEPENDENT VENDOR**

The Vendor is an independent Vendor, and neither the Vendor nor its employees or sub-Vendors will, under any circumstances, be considered employees, servants or agents of ACPS. ACPS will not be legally responsible for any negligence or other wrongdoing by the Vendor, its employees, servants or agents. ACPS will not withhold from payments to the

Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor or its employees, servants or agents. Furthermore, ACPS will not provide to the Vendor any insurance coverage or other benefits, including workers' compensation, normally provided by ACPS for its employees

### **SECTION 33. ANTITRUST**

By entering into this Contract, the Vendor conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Vendor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by ACPS under this Contract.

### **SECTION 34. AUDIT**

The Vendor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. ACPS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Vendor wishes to destroy or dispose of records (including confidential records to which ACPS does not have ready access) within five (5)

years after final payment, the Vendor shall notify ACPS at least thirty (30) days prior to such disposal, and if ACPS objects, shall not dispose of the records.

### **SECTION 35. ASSIGNMENT**

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Vendor and ACPS.

### **SECTION 36 AMENDMENTS**

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Vendor and ACPS.

### **SECTION 37. PROTEST**

ACPS's procedures for the protest of a Bid award shall follow those as listed in the Virginia Public Procurement Act (VPPA), as well as those listed in the ACPS School Board Policy and Procedures documents.

### **SECTION 38. GOVERNING LAW**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for ACPS, Virginia, and in no other court. In performing its work under this Contract, the Vendor shall comply with applicable federal, state, and local laws, ordinances and regulations.

### **SECTION 39. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by ACPS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible.

### **SECTION 40. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

### **SECTION 41. SURVIVAL OF TERMS**

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if



included in this Contract also survive: INDEMNIFICATION; RELATION TO ACPS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

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**ALEXANDRIA CITY SCHOOL BOARD**  
**dba ALEXANDRIA CITY PUBLIC SCHOOLS**  
**ALEXANDRIA, VIRGINIA**

**And**

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**FOR**

**CABLING AND LOW VOLTAGE SYSTEMS MAINTENANCE SERVICES**

This Agreement (hereinafter “Agreement”) is made by and between the Alexandria City School Board dba Alexandria City Public Schools (hereinafter referred to as “ACPS”), a public entity and/or political subdivision of the Commonwealth of Virginia with offices located at 1340 Braddock Place, Alexandria, Virginia 22314; and \_\_\_\_\_ (hereinafter referred to as the “Consultant”). For the purposes of this Agreement, Alexandria City School Board (“ACSB”) and Alexandria City Public Schools (“ACPS”) may be used interchangeably.

**RECITALS**

**WHEREAS**, ACPS Procurement Office through a Request for Proposal process, as defined and authorized in the Virginia Public Procurement Act (VPPA), Code of Virginia § 2.2-4300 et seq., solicited and received proposals from the offerors for Cabling and Low Voltage Systems Maintenance Services, RFP 1127 (“Request for Proposals”);

**WHEREAS**, on \_\_\_\_\_, in response to the Request for Proposals, the Consultant submitted a proposal for the provision of Cabling and Low Voltage Systems Maintenance Services; and

**WHEREAS**, on \_\_\_\_\_, the Consultant was selected by ACPS provision of Cabling and Low Voltage Systems Maintenance Services, subject to the terms and provisions in the Request for Proposals and this Agreement; and **NOW, THEREFORE, IN CONSIDERATION** of foregoing and the following covenants, warranties and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which are hereby acknowledged by each party hereto, the parties agree as follows:

**1. AGREEMENT DOCUMENTS**

The Agreement Documents are comprised of the following:

- a This Agreement including all properly incorporated amendments;
- b Exhibit A – Scope of Work;
- c Exhibit B RFP No. 1127; and
- d Exhibit C – Fee Schedule and Billing Rates;

Where the terms and provisions of this Contract vary from the terms and provisions of other Agreement Documents, the terms and provisions of this Agreement shall prevail over the other Agreement Documents and the remaining Agreement Documents are complementary to each other and if there are any conflicts the most stringent term or provision shall prevail.

The Agreement Documents set forth the entire Contract between ACPS and the Contractor. ACPS and the Contractor agree that no representative or agent of them has made any representation or promise with respect to the parties' agreement which is not contained in the Agreement Documents.

**2. SCOPE OF WORK**

The Contractor agrees to perform services described in the Agreement Documents (alternatively, the "Work"). The primary purpose of the Work is to provide Cabling and Low Voltage Systems Maintenance Services, which is fully described in Exhibit A. The Agreement Documents set forth the minimum Work estimated by ACPS and the Contractor shall be responsible, at the Contractor's sole cost, to provide the specific services set forth in the Agreement Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Agreement Documents shall be construed to limit the Contractor's responsibility to manage the details of its Work.

**3. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)**

The performance of the Contractor is subject to the general review and approval of Contracting Officer ("COTR") who shall be appointed by ACPS Superintendent. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Agreement Documents.

**4. STANDARD OF CARE**

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the degree of skills and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standards of Care") of its Work under this Contract.

**5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

ACPS's review, approval, or acceptance of, or payment for, any services required under this Agreement shall not be construed to operate as a waiver by ACPS of any rights or any cause of action arising out of the Agreement. The Contractor shall be and remains liable to ACPS for the professional quality of the services required under this Agreement within the Customary Standards of Care.

## 6. AGREEMENT PERIOD

The Contractor's performance under this Agreement shall commence upon execution of this Agreement by an authorized ACPS representative and will continue until \_\_\_\_\_ ("Initial Agreement Period"), with an option of four (4) one (1) year renewals from \_\_\_\_\_ to \_\_\_\_\_ (each period hereinafter referred to as "Subsequent Agreement Period"), subject to modifications as provided in the Agreement Documents.

The Contractor understands and agrees that continuity of this award is subject to availability of funding by ACPS and satisfactory performance by the Contractor.

## 7. AGREEMENT RATES

ACPS will pay the Contractor in accordance with the terms of the Payment and Invoices paragraph, and Exhibit C for the Contractor's completion of services described and required in the Agreement Documents.

## 8. PAYMENTS AND INVOICES

Payments will be recorded by ACPS as net forty-five (45) days. The Contractor will be paid within forty-five (45) days after the date of receipt of a correct (as determined by ACPS) invoice approved by ACPS for completed work which is reasonable and allocable to the Contract, or the date of acceptance of the Work which meets the Agreement requirements, whichever is later. All invoices must be submitted only in electronic form and include the following information:

- Purchase Order Number
- Period of Performance
- Description of Work Performed
- Date of Invoice
- Dollar Value of Current Invoice
- Amount Paid to Date
- Remaining Balance to complete the Work

All non-compliant invoices will be rejected for correction and reissuance. Unless otherwise specified by the Agreement Documents, payment shall not be made prior to delivery and acceptance of the entire order by ACPS.

In order to be deemed submitted by ACPS, all invoices must be delivered in electronic form only to the following e-mail address: [cipinvoice@acps.k12.va.us](mailto:cipinvoice@acps.k12.va.us) and

## 9. AVAILABILITY OF FUNDS

All funds for payment by ACPS under this Agreement are subject to the availability of an annual appropriation for this purpose by ACPS. In the event of non-appropriation of funds, ACPS will terminate the Agreement, without the termination charge or other liability to ACPS

on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and ACPS shall not be obligated under this Agreement beyond the date of termination specified in ACPS's written notice.

## **10. PAYMENT TO SUBCONTRACTORS**

Within seven (7) days after the receipt of amounts paid for work performed by a subcontractor under this Contract, the Contractor shall either:

- i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under this Contract; or
- ii. Notify ACPS and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of ACPS.

## **11. ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in the Agreement Documents and paid for by the Agreement Amount, unless those goods or services are covered by a written amendment to this Agreement signed by ACPS and the Contractor and an ACPS Purchase Order is issued covering the expected cost of such services.

## **12. INSURANCE REQUIREMENTS**

The Contractor shall provide to ACPS Procurement Office a certificate of insurance indicating that the Contractor has the in force the coverage below prior to the start of any Work under this Contract and upon any contract extension(s). The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents.

- Workers Compensation-Virginia Statutory limits Workers Compensation (W/C) coverage including Virginia benefits and employer's liability.
- Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. ACPS, and its officers, employees and agents must be

additional named insureds on the CGL policy.

- Excess Liability/Umbrella -\$4,000,000 per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury, and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
- Automobile Bodily Injury and Property Damage Liability - \$450,000 per incident (Owned, non-owned, or hired, as applicable). Commonwealth of Virginia statutory limit for Uninsured and Underinsured Motorists.

Additional Insured – ACPS, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the additional insured endorsement shall be typed on the certificate.

Cancellation – If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this Agreement, the Contractor shall notify ACPS immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Agreement and in such manner that there is no lapse in coverage, and ACPS must be immediately notified of the replacement. Not having the required insurance throughout the Agreement Period is considered a material breach of this Agreement and grounds for termination.

Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and ACPS notified of the replacement, in such manner that there is no lapse in coverage.

Contract Identification – The insurance certificate shall state this Agreement number and title.

No acceptance or approval of any insurance by ACPS shall be construed as relieving or excusing the Contractor from liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property whenever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work. The Contractor shall be as fully responsible to ACPS for the acts and omission of its subcontractors and of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to ACPS. The Contractor shall also provide its most recent actuarial report and provide a copy of its self-insurance

resolution to determine the adequacy of the insurance funding.

**13. PROJECT STAFF**

ACPS will, throughout the Agreement Period have the right of reasonable rejection and approval of staff and subcontractors assigned under this Agreement. If ACPS reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to ACPS in a timely manner and at no additional cost to ACPS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

**14. RELATIONSHIP OF THE PARTIES**

It is the intent of the parties that the Contractor shall be legally considered as an independent contractor; that neither it nor its employees, agents or representatives shall, under any circumstances, be considered servants or agents of ACPS; and ACPS will at no time be legally responsible for any negligence or intentional wrongdoing on the part of the Contractor, its servants or agents, resulting in bodily injury to any person or property damage to any individual, firm or corporation. The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ for this Work, any person not reasonably proficient in the Work assigned.

**15. SAFETY**

The Contractor shall comply with, and shall ensure that the Contractor's personnel, agents and subcontractors comply with, all current applicable local, state, and federal policies, regulations and standards relating to safety and health, including by way of illustration and not limitation, the standards of the Virginia Occupational Safety and health program of Department of Labor.

**16. RECORDS**

The Contractor shall retain all books, records, and other documents relative to the Agreement Documents for five (5) years after its receipt of final payment under this Contract, or until audited by the Commonwealth of Virginia, whichever is sooner. Such records shall include, but not be limited to: all paid vouchers; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; amendments and change orders to the Agreement Documents; insurance documents; payroll documents; timesheets; memoranda; and correspondence. ACPS, its authorized agents, and auditors of the Commonwealth of Virginia shall have full access to and the right to examine all such documents during said period. Records will be available on demand and with reasonable notice during normal working hours.

**17. FAITH BASED ORGANIZATIONS**

ACPS and Contractor do not discriminate against faith-based organizations.

**18. NON-DISCRIMINATION**

During the Contract Term, Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, disability, age, religion, sexual

orientation, marital status, status as a parent, or pregnancy in its programs, age, disability or on 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that Contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- D. Contractor shall include the provisions of this entire section in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each subcontractor, subcontractor and vendor.
- E. Notice of Required Disability Legislation Compliance: ACPS is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, ACPS, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability 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, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## **19. EMPLOYMENT OF UNAUTHORIZED ALIENS**

In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## **20. BACKGROUND CHECK AND SECURITY PROVISIONS AND CRIMES**

The Contractor shall inform its employees, representatives and agents that placement in an ACPS school or facility will be contingent upon the results of a criminal background check, background verification as well as a Sex Offender Registry Search in accordance with ACPS policies and procedures for ACPS volunteers and employees. The failure to successfully pass ACPS' background check shall serve as grounds for immediate dismissal or removal of that employee, agent or representative from any program administered on an ACPS site or facility.

The Contractor certifies that neither it, nor any of its employees, workers or suppliers, have been convicted of: (i) a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (ii) a crime of moral turpitude.



## 21. DRUG FREE WORKPLACE

During the performance of this Agreement, the Contractor agrees to: (1) provide a drug-free workplace for the Contractor's employees and volunteers; (2) post in conspicuous places, available to 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 Contractor's workplace, and specifying the actions that will be taken against employees and volunteers for violations of such prohibition; and, (3) 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 (4) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by ACPS in accordance with ACPS policies and procedures, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance period of this Agreement.

## 22. TERMINATION

### A. *Termination for Convenience*

The performance of work under this Contract may be terminated by ACPS and ACPS in whole or in part whenever ACPS determines that such termination is in the best interest of ACPS. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this contract is terminated and the date upon which such termination becomes effective.

### B. *Termination for Cause*

The Contract shall remain in force for the initial Agreement Period and any subsequent Agreement Period(s) and until ACPS determines that all of the following requirements and conditions are have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Agreement Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by ACPS in their sole discretion.

If ACPS determines that the Contractor has failed to perform satisfactorily, then ACPS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) business days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within Cure Period or as otherwise specified in the notice of cure, the Contract may be terminated for the Contractor's failure to provide satisfactory performance. Upon such termination, the Contractor may apply for compensation for contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to Director of Procurement within fifteen (15) business days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

*C. Termination for Breach and Default*

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

Upon termination pursuant to paragraph B and C of this section, the Contractor shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the work covered by the Contract, including costs for delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed by the Contractor. Such costs shall be either deducted from any amount due to the Contractor or shall be promptly paid by the Contractor.

**23. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify ACPS, and all their respective elected and appointed officials, officers, current and former employees, agents, departments, boards, and commissions from and against any and all claims made by third parties or by ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges liability, demands or exposure, however, caused, resulting from, arising out of, or in any way connected with the Contractor's performance or non-performance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If after, notice by ACPS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse ACPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expense upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to the Contractor under this Contract.

**24. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights, and trademarks) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants to save, defend, hold harmless, and indemnify ACPS, and all their respective officers, officials, departments, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs, (including court costs and attorney's fees), charges liabilities, or exposure, however, caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use, by ACPS. If the Contractor uses any design, device, method, or material covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract amount includes all royalties, licensing fees, or costs arising from the use of such design, device, method, or materials in any way involved with the Work.

**25. CONFIDENTIALITY**

All student data is considered to be confidential under this Agreement as well as under the

Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. All student data received by the Contractor shall be maintained by the Contractor in a secure location.

The Contractor shall maintain the confidentiality of documents designated as confidential by ACPS, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Contractor from establishing a claim or defense in an adjudicatory proceeding. The Contractor shall require of its subcontractors similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

**26. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Agreement Period and any subsequent Agreement Period(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the option of ACPS.

**27. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

**28. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement 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.

**29. ANTITRUST**

By entering into this Agreement, the Contractor conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by ACPS under this Agreement.

**30. WAIVER**

ACPS’s failure to insist, in any one or more instances, on the performance of any of the Contactor’s obligations under the Agreement Documents, or ACPS’s approval of

alternatives, variances or substitutions to Contractor's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, ACPS's actions or inactions shall not waive, modify or alter Contractor's responsibilities or liability under the Agreement Documents.

**31. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by ACPS pursuant to this Agreement shall constitute or to be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible

**32. SURVIVAL OF TERMS**

In addition to any numbered sections in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Agreement also survive: INDEMNIFICATION, INDEPENDENT CONTRACTOR; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; and CONFIDENTIALITY.

**33. NONEXCLUSIVITY OF REMEDIES**

All remedies available to ACPS under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to ACPS at law or in equity.

**34. SEVERABILITY**

In the event any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement Documents, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the Agreement Documents a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of the Agreement Documents is intended to be severable.

**35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for ACPS, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinance and regulations.

**36. ARBITRATION**

It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

**37. HEADINGS/CAPTIONS**

The headings or captions used in the Agreement Documents are inserted for convenience only and shall not be used in interpreting the same.

**38. NOT TO BENEFIT**

By your signature to this Contract, you agree that no employee of ACPS or members of his\her immediate family, including spouse, parents or children has received or will receive, or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract with ACPS.

**39. AMENDMENTS**

Unless otherwise specified herein, this Agreement shall not be amended except by written amendment executed by persons dully authorized to bind the Contractor and ACPS.

**40. FINAL AGREEMENT**

The Agreement Documents represent the entire and integrated agreement between ACPS and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral, between ACPS and the Contractor concerning the subject matter of the Agreement Documents. The Agreement Documents may be amended only by a written instrument executed by an authorized representative of ACPS.

**41. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES**

Any termination or cancellation notice or any other notice required by this Contract shall be in writing and must be delivered by services rendering and confirming receipt (such as registered or certified mail). Alternatively, notices may be sent via a nationally recognized overnight service, or may be personally served upon the appropriate party. The following individuals shall serve as contacts for the respective parties to receive required notices pursuant to this Contract at the addresses provided:

**Contact Information for the Contractor:**

**Contact Information for ACPS (Project Information/COTR)**

Alexandria City Public Schools  
1340 Braddock Place  
Alexandria, VA 22314  
Attn: John Crites  
Email: [jcrites@acps.k12.va.us](mailto:jcrites@acps.k12.va.us)

**Contact Information for ACPS (Legal Authorization)**

Alexandria City Public Schools  
1340 Braddock Place  
Alexandria, VA 22314  
Attn: Andrea Lennon, Director of Procurement and General Services  
Email: [andrea.lennon@ACPS.k12.va.us](mailto:andrea.lennon@ACPS.k12.va.us)

**IN WITNESS WHEREOF**, ACPS and Contractor have caused this Agreement to be executed by their duly authorized representatives.

**CONSENTED and AGREED TO BY:**

**ALEXANDRIA CITY PUBLIC SCHOOLS**

By: \_\_\_\_\_  
John Crites, Director of IT Infrastructure  
& Support Services

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

By: \_\_\_\_\_  
Elizabeth Hoover, Chief of Technology

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

By: \_\_\_\_\_  
Andrea Lennon, Director of Procurement  
& General Services

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

**CONTRACTOR**

By: \_\_\_\_\_  
Signature of Authorized Agent or Principal

By: \_\_\_\_\_  
Name of Principal or Agent

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

**ATTACHMENT B**  
**PROPOSAL FORMS**

**Administration Section**

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW.

THIS FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE RESPONSE MAY NOT BE CONSIDERED:

SUBMITTED BY: (LEGAL NAME OF ENTITY)	
PRINCIPAL PLACE OF BUSINESS:	
TELEPHONE NO. NO.	FAX
CORPORATE WEBSITE	
TAX ID NUMBER: (EIN/SSN)	
THE ENTITY IS:  _____ CORPORATION; _____ GENERAL PARTNERSHIP; _____ UNINCORPORATED ASSOCIATION; _____ LIMITED LIABILITY COMPANY; _____ LIMITED PARTNERSHIP; _____ SOLE PROPRIETORSHIP	
WHERE THE ENTITY WAS FORMED: _____ (INSERT NAME OF STATE)	
IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC:  IF OFFEROR IS EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT ON THE ENTITY 'S LETTERHEAD WITH ITS SUBMITTAL CERTIFYING TO THE EXEMPTION FROM THIS REQUIREMENT	

<p>IS THE ENTITY OR ANY OF ITS PRINCIPALS ARE CURRENTLY DEBARRED, SUSPENDED OR DISQUALIFIED FROM SUBMITTING RESPONSES TO ACPS, OR ANY OTHER STATE, LOCAL OR FEDERAL ENTITIES?</p>	<p>_____ YES; _____ NO</p>
<p>OFFEROR'S STATUS PLEASE INITIAL ONE: Minority Owned__ Woman Owned __ Neither —</p>	
<p>CLAIMS/FINAL RESOLUTION/JUDGMENTS</p> <p>Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Offeror, any affiliate, or their officers, partners or directors in the last five (5) years? "Legal Actions" shall include civil or criminal litigation, administrative; Proceedings, indictments, arbitrations or the like</p>	<p>_____ YES; _____ NO</p>
<p>TERMINATION/FAILURE TO COMPLETE</p> <p>Has Offeror ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Offeror for any other reason failed to complete a project?</p>	<p>_____ YES; _____ NO</p>
<p>BREACH, DEFAULT, DEBARRED:</p> <p>Within the last five (5) years, has Offeror been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in bidding for any contract? If yes, please explain the circumstances:</p>	<p>_____ YES; _____ NO</p>
<p>RELEASE FROM CONTRACT BID, BID OR AWARD:</p> <p>Has Offeror filed a request to be released from a Bid, bid, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.</p>	<p>_____ YES; _____ NO</p>
<p>FAILURE TO EXECUTE A CONTRACT:</p> <p>Has Offeror ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the Agreement Documents; an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:</p>	<p>_____ YES; _____ NO</p>



BANKRUPTCY:

\_\_\_\_\_ YES; \_\_\_\_\_ NO

Has Offeror filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

( ) Yes, the RFP I have submitted does contain trade secrets and/or proprietary information.

( ) No, the RFP I have submitted does not contain any trade secrets and/or proprietary information

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the RFP containing such data or materials:

---

STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:

---

---

NOTE: If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection, accordingly, effective upon the award of contract, the RFP will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION:

The undersigned certifies that this RFP is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

CONFLICT OF INTEREST

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined

as a situation in which the nature or work under the contract and the Offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the Offeror receiving an unfair competitive advantage, or the Offeror's objectivity in performing the contract work may be impaired. The Offeror agrees that if after award it discovers an organizational conflict of interest with respect to the Contract, it shall make an immediate and full disclosure in writing to the Procurement Office which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS RFP (PROJECT MANAGER).

NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

By signing this document, the Offeror agrees that, he has carefully examined all the requirements of this solicitation that there are no contradictions, ambiguities, errors or infeasible requirements apparent. The undersigned further agrees that he will accept an award to carry out the required services under this solicitation.

\_\_\_\_\_  
Offeror's Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signature



**PROPOSAL FORM (CONTD.)**

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Offeror must identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

- Yes, the Proposal I have submitted does contain trade secrets and/or proprietary information.       No, the Proposal I have submitted does not contain any trade secrets and/or proprietary information

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the Proposal containing such data or materials:

---

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**STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:**

---

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**NOTE: If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection, accordingly, effective upon the award of contract, the Proposal will be open for public inspection consistent with applicable law.**

**CERTIFICATION OF NON-COLLUSION:**

**The undersigned certifies that this Bid is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).**

**CONFLICT OF INTEREST**

**The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the Offeror's organizational, financial, contractual or other interest are such that award of the contract may result in the Offeror receiving an unfair competitive advantage, or the Offeror's objectivity in performing the contract work may be impaired. The Offeror agrees that if after award it discovers an organizational**



**conflict of interest with respect to the Contract, it shall make an immediate and full disclosure in writing to the Procurement Office which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.**

**INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS PROPOSAL (PROJECT MANAGER).**

**NAME (PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_**

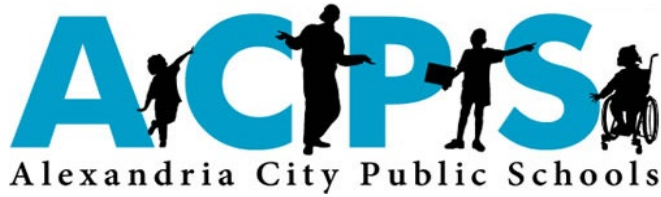
**E-MAIL ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_**

**By signing this document, the Offeror agrees that, he has carefully examined all the requirements of this solicitation that there are no contradictions, ambiguities, errors or infeasible requirements apparent. The undersigned further agrees that he will accept an award to carry out the required services under this solicitation.**

\_\_\_\_\_  
**Offeror's Authorized Signatory**

\_\_\_\_\_  
**Date**

\_\_\_\_\_



**PROPOSAL FORM (CONTD.)**

**CONFLICT OF INTEREST STATEMENT**

**PROPOSAL FORM (CONTD.)**

**CONFLICT OF INTEREST STATEMENT**

I, the person whose name is subscribed below, am a duly authorized representative and agent of the entity submitting this proposal in response to its Request for Proposal No. 1128, On behalf of the Offeror:

Certify that neither the Offeror nor any affiliated firm, parent entity or subsidiary, has, within the past two (2) years, been employed by or represented a deliverer of services, which services reasonably could be expected to be considered for purchase by ACPS, as a result of this solicitation.

Affirm that if the Offeror awarded a contract under this solicitation, and during the term of that contract prepares a Request for Proposal on behalf of ACPS, the Offeror agrees that it shall not (i) submit a proposal for that procurement or any portion thereof or (ii) disclose to any Offeror information concerning the procurement which is not available to the public.

Affirm that the Offeror further agrees that it shall not solicit or accept any commissions or fees from vendors who ultimately furnish services to ACPS as a result of services furnished by the Offeror under any contract award made as a result of this solicitation.

ENTITY OR PERSON NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTARY STATEMENT**

COMMONWEALTH OF VIRGINIA / STATE OF \_\_\_\_\_)

CITY/COUNTY OF \_\_\_\_\_) to wit:

I, the undersigned Notary Public in and for the State and County of aforesaid, hereby certify that on \_\_\_\_\_, 202\_, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Offeror and acknowledged that he/she has executed the same for the purposes therein contained.

\_\_\_\_\_

(Seal)

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**PROPOSAL FORM (CONTD.)**  
**TAXPAYER IDENTIFICATION**

**W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**This form shall be uploaded as part of Vendor Self Service Registration**

<p><b>Form W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p>Give Form to the requester. Do not send to the IRS.</p>												
<p>Print or type See Specific Instructions on page 2.</p>	<p>Name (as shown on your income tax return)</p> <hr/> <p>Business name/disregarded entity name, if different from above</p> <hr/> <p>Check appropriate box for federal tax classification:</p> <p><input type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>Address (number, street, and apt. or suite no.)</p> <hr/> <p>City, state, and ZIP code</p> <hr/> <p>List account number(s) here (optional)</p> <hr/>													
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p><b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td align="center"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td align="center"> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table> </td> </tr> </table>			<b>Social security number</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>					<b>Employer identification number</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
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<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"><b>Sign Here</b></td> <td style="width:50%;"><b>Date ▶</b></td> </tr> <tr> <td style="height: 20px;">Signature of U.S. person ▶</td> <td style="height: 20px;"> </td> </tr> </table>			<b>Sign Here</b>	<b>Date ▶</b>	Signature of U.S. person ▶									
<b>Sign Here</b>	<b>Date ▶</b>													
Signature of U.S. person ▶														
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Purpose of Form</b></p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</li> </ol>														
<p><b>Note.</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p><b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> <li>An individual who is a U.S. citizen or U.S. resident alien,</li> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>An estate (other than a foreign estate), or</li> <li>A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul> <p><b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p>														



**ATTACHMENT C – INSURANCE REQUIREMENTS**

**ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)**

I understand the insurance requirements and, if issued this Contract, will submit a Certificate of Insurance to Alexandria City Public Schools in the amount and type as set forth below.

**REQUIRED COVERAGES**

**LIMITS**

(figures denote minimum limits required)

- |  |   |
|--|---|
| <p>1. <b>Worker’s Compensation and Employers’ Liability</b></p> <p>Required when Contractor has three (3) or more employees.</p> | <p>Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. Benefits as required in labor union agreements, including the “All States” endorsement. \$1,000,000 each accident; \$1,000,000 each disease; \$1,000,000 policy limit for employer’s liability. USL&amp;H coverage included.</p>   |
| <p>2. <b>Commercial General Liability</b></p> <p>Required on all ACPS contracts.</p>   | <p>\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate.</p> <p>The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after ACPS’s final acceptance of the work.</p> |
| <p>3. <b>Automobile Liability</b></p> <p>Required on all ACPS contracts.</p>   | <p>\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists.</p> <p>Must include the following:</p>  |



Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.

Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.

**4. Property Coverage**

Required when Contractors:

- A. Uses their own personal property or equipment on ACPS property; and/or
- B. Stores or leaves equipment or personal property on ACPS Property; and/or
- C. Uses materials for building NOT owned by ACPS until installed.

Commercial Property Policy/Builders Risk: Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake and terrorism.

Contractor’s Equipment Floater: Provide coverage for Contractor’s mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges and tunnels.

**5. Crime Policy**

REQUIRED WHEN CONTRACTOR:

- A. Collects money, securities or other property on behalf of ACPS, and/or
- B. Requires the use of ACPS money, securities, or negotiable property to be in Contractor’s care, custody and control and/or
- C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.

\$1,000,000 limit for employee theft of money, securities and other property owned by the contractor.

An endorsement should also be added to the policy to cover theft of ACPS’s money, securities, or other property (third party coverage).

**6. Professional Liability/Errors & Omissions**

Required when:

\$1,000,000 each claim and aggregate.

C. Where applicable \$10M Law Enforcement contractors. Coverage may be provided in the





A. Contractor must maintain a license or special degree.

General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).

B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.

C. Law enforcement, contractors.

A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by ACPS is part of the work.

7. **Excess Liability/Umbrella**

\$2,000,000 Per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.

8. **Garage Liability**

\$1,000,000 bodily injury and property damage each occurrence/accident.

Required when the contractor takes possession of ACPS's owned vehicles including buses in order to repair.

9. Alexandria City Public Schools must be named as an **additional insured** on all insurance policies other than Worker's Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.)

10. **Pollution Liability**

Coverage should be included with a \$1,000,000 limit for each occurrence, claim or pollution incident. This coverage is required of all contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.



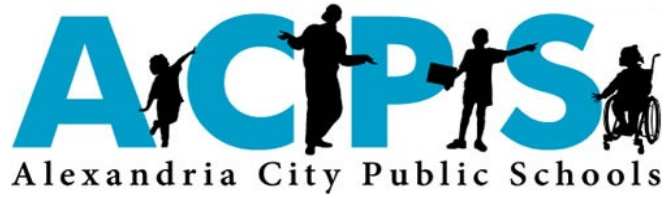
11. Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.
12. Best's Guide rating: "A-" VIII or better, or its equivalent. The insurance companies should be lawfully authorized to do business in the Commonwealth of Virginia.
13. The Certificate(s) of Insurance shall state the RFP or ITB or Contract Number and Title.

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Offeror's Authorized Signatory

---

Date



**ATTACHMENT D**

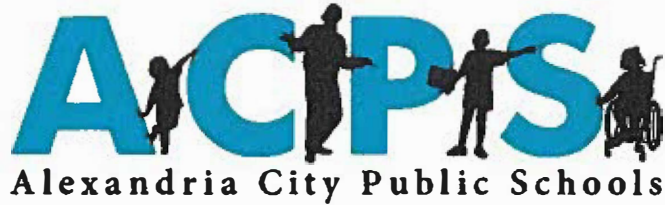
**SCHOOL LOCATIONS AND EQUIPMENT**

<b>Facility</b>	<b>Service Address</b>	<b>Zip Code</b>
Chance for Change	216 S. Peyton Street, Alexandria, VA	22314
Charles Barrett Elem	1115 Martha Custis Dr., Alexandria, VA	22302
Central Office	1340 Braddock Place, Alexandria, VA	22314
Cora Kelly Elem	3600 Commonwealth Ave., Alexandria, VA	22305
Douglas MacArthur Elem	1101 Janneys Ln, Alexandria, VA	22302
Francis C Hammond Middle	4646 Seminary Rd, Alexandria, VA	22304
George Mason Elem	2601 Cameron Mills Rd, Alexandria, VA	22302
George Washington Middle	1005 Mount Vernon Ave., Alexandria, VA	22301
James Polk Elem	5000 Polk Ave, Alexandria, VA	22304
Jefferson Houston Elem	1501 Cameron St., Alexandria, VA	22314
John Adams Elem	5651 Rayburn Ave., Alexandria, VA	22311



**EXHIBIT A**

**CONSULTANT'S TECHNICAL PROPOSAL**



**ALEXANDRIA CITY SCHOOL BOARD  
dba ALEXANDRIA CITY PUBLIC SCHOOLS  
ALEXANDRIA, VIRGINIA**

**And**

**CORBETT TECHNOLOGY SOLUTIONS, INC.**

**FOR THE PROVISION OF  
Cabling and Low Voltage Systems Maintenance Services**

This Agreement (hereinafter “Agreement”) is made by and between the Alexandria City School Board dba Alexandria City Public Schools (hereinafter referred to as “ACPS”), a public entity and/or political subdivision of the Commonwealth of Virginia with offices located at 1340 Braddock Place, Alexandria, Virginia 22314; and Corbett Technology Solutions Inc. (hereinafter referred to as the “Consultant”), a Corporation of Chantilly, VA with an office located at 4151 Lafayette Center Drive, Suite 700, Chantilly, VA, 20151. For the purposes of this Agreement, Alexandria City School Board (“ACSB”) and Alexandria City Public Schools (“ACPS”) may be used interchangeably.

**RECITALS**

**WHEREAS**, ACPS Procurement Office through a Request for Proposal process, as defined and authorized in the Virginia Public Procurement Act (VPPA), Code of Virginia § 2.2-4300 et seq., solicited and received proposals from the offerors for Cabling and Low Voltage Systems Maintenance Services, RFP 1127 (“Request for Proposals”);

**WHEREAS**, on July 26, 2021, in response to the Request for Proposal, the Consultant submitted a proposal for the provision of Cabling and Low Voltage Systems Maintenance Services; and

**WHEREAS**, on August 23, 2021, the Consultant was selected by ACPS for the provision of the Cabling and Low Voltage Systems Maintenance Services, subject to the terms and provisions in the Request for Proposal and this Agreement; and

**NOW, THEREFORE, IN CONSIDERATION** of foregoing and the following covenants, warranties and agreements of the parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party.

## **1. AGREEMENT DOCUMENTS**

The Agreement Documents are comprised of the following:

- a) This Agreement;
- b) Exhibit A – Consultant’s Technical and Cost Proposal; and
- c) RFP No. 1127 is incorporated herein by reference.

Where the terms and provisions of this Contract vary from the terms and provisions of other Agreement Documents, the terms and provisions of this Agreement shall prevail over the other Agreement Documents and the remaining Agreement Documents are complementary to each other and if there are any conflicts the most stringent term or provision shall prevail.

The Agreement Documents set forth the entire Contract between ACPS and the Consultant. ACPS and the Consultant agree that no representative or agent of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Agreement Documents.

## **2. SCOPE OF WORK**

The Consultant agrees to perform services described in the Agreement Documents (alternatively, the “Work”). The primary purpose of the Work is to provide services for Cabling and Low Voltage Systems Maintenance Services, which is fully described in Exhibit A. The Agreement Documents set forth the minimum Work estimated by ACPS and the Consultant shall be responsible, at the Consultant’s sole cost, to provide the specific services set forth in the Agreement Documents and sufficient services to fulfill the purposes of the Work. ACPS shall contact the Consultant and provide an overview of the services to be performed, in turn the Consultant shall provide ACPS with a detailed approach and pricing at the time of such request, based on services and scope of the RFP and the Consultants response to the RFP. Nothing in the Agreement Documents shall be construed to limit the Consultant’s responsibility to manage the details of its Work.

## **3. CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)**

The performance of the Consultant is subject to the general review and approval of Contracting Officer (“COTR”) who shall be appointed by the Alexandria City School Board. However, it shall be the responsibility of the Consultant to manage the details of the execution and performance of its work pursuant to the Agreement Documents.

## **4. STANDARD OF CARE**

In the performance or furnishing of services hereunder, the Consultant and all its agents, shall exercise the degree of skills and care normally accepted as professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (“Customary Standards of Care”) of its Work under this Contract.

## **5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

ACPS's review, approval, or acceptance of, or payment for, any services required under this Agreement shall not be construed to operate as a waiver by ACPS of any rights or any cause of action arising out of the Agreement. The Consultant shall be and remains liable to ACPS for the professional quality of the services required under this Agreement within the Customary Standards of Care.

## **6. AGREEMENT PERIOD**

The **Consultant's** performance under this Agreement shall commence upon execution of this Agreement by an authorized ACPS representative, and shall continue until August 23, 2022 ("Initial Agreement Period"), with an option of four (4) one (1) year renewals from August 24, 2022 to August 23, 2026 (each period hereinafter referred to as ("Subsequent Agreement Period"), subject to modifications as provided in the Agreement Documents.

## **7. AGREEMENT RATES**

ACPS will pay the Consultant in accordance with the terms of the Payment and Invoices paragraph, and Exhibit A for the Consultant's completion of services described and required in the Agreement Documents.

## **8. PAYMENTS AND INVOICES**

ACPS will not be liable for payment of any purchases made by its employees without appropriate authorization issued by ACPS.

The Consultant shall submit invoices for the actual services performed and accepted by ACPS. The invoices shall include a detailed breakdown of the services that were performed, including locations(s) and date(s) and all other pertinent information. All invoices shall reference this Agreement and the ACPS Contract number. If tasks are billed on a percentage basis, the Consultant shall document each invoice with task performed during the billing cycle.

For any expense related items intended to be invoiced against Consultant's "Not to Exceed" costs, an estimate of the proposed expenses for the current month must be submitted to, and approved by, the COTR in writing prior to incurring the expense.

Payment terms will be recorded by ACPS as net forty-five (45) days. ACPS will pay the Consultant within forty-five (45) days after the date of receipt of a correct (as determined by ACPS) invoice approved by ACPS. Unless otherwise specified by the Agreement Documents, payment shall not be made prior to delivery and acceptance of the services.

All invoices shall be sent in duplicate to the following address:

Alexandria City Public Schools  
Accounting

1340 Braddock Place, Suite 620  
Alexandria, VA 22314

And

Alexandria City Public Schools  
IT Infrastructure and Support Services  
1340 Braddock Place Suite 300  
Alexandria, VA 22314  
Attn: John Crites

## **9. AVAILABILITY OF FUNDS**

All funds for payment by ACPS under this Agreement are subject to the availability of an annual appropriation for this purpose by ACPS. In the event of non-appropriation of funds, ACPS will terminate the Agreement, without the termination charge or other liability to ACPS on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Consultant on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and ACPS shall not be obligated under this Agreement beyond the date of termination specified in ACPS's written notice.

## **10. PAYMENT TO SUBCONSULTANTS**

Within seven (7) days after the receipt of amounts paid for work performed by a sub Consultant under this Contract, the Consultant shall either:

- a) Pay the sub Consultant for the proportionate share of the total payment received attributable to the work performed by the sub Consultant under this Contract; or
- b) Notify ACPS and sub Consultant, in writing, of his intention to withhold all or a part of the sub Consultant's payment and the reason for non-payment.

The Consultant shall pay interest to the sub Consultant on all amounts owed that remains unpaid beyond the seven-day period.

The Consultant shall include in each of its subcontracts a provision requiring each sub Consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub Consultant.

The Consultant's obligation to pay an interest charge to a sub Consultant pursuant to this provision may not be construed to be an obligation of ACPS.

## **11. ADDITIONAL SERVICES**

The Consultant shall not be compensated for any goods or services provided except those



included in the Agreement Documents and paid for by the Agreement Amount, unless those goods or services are covered by a written amendment to this Agreement signed by ACPS and the Consultant and an ACPS Purchase Order is issued covering the expected cost of such services. ACPS reserves the right to add or delete functional areas at any time during the term of this agreement.

## **12. INSURANCE REQUIREMENTS**

The Consultant shall provide to ACPS Procurement Office a certificate of insurance indicating that the Consultant has the in force the coverage below prior to the start of any Work under this Contract and upon any contract extension(s). The Consultant agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents.

- a) Workers Compensation-Virginia Statuary limits Workers Compensation (W/C) coverage including Virginia benefits and employer's liability.
- b) Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Consultants. ACPS, and its officers, employees and agents must be additional named insureds on the CGL policy.
- c) Excess Liability/Umbrella -\$4,000,000 per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury, and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
- d) Automobile Bodily Injury and Property Damage Liability - \$450,000 per incident (Owned, non-owned, or hired, as applicable). Commonwealth of Virginia statutory limit for Uninsured and Underinsured Motorists.

Additional Insured – ACPS, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Consultant's Commercial General Liability policy and Intellectual Property policy; evidence of the additional insured endorsement shall be typed on the certificate.

Cancellation – If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this Agreement, the Consultant shall notify ACPS immediately. Any policy on which the Consultant has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Agreement and in such manner that there is no lapse in coverage, and ACPS must be immediately notified of the replacement. Not having the required insurance throughout the Agreement Period is considered a material breach of this Agreement and grounds for termination.

Any policy on which the Consultant has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and ACPS notified of the replacement, in such manner that there is no lapse in coverage.

Contract Identification – The insurance certificate shall state this Agreement number and title.

No acceptance or approval of any insurance by ACPS shall be construed as relieving or excusing the Consultant from liability or obligation imposed upon the Consultant by the provisions of the Contract Documents.

The Consultant shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Consultant assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property whenever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

The Consultant shall be as fully responsible to ACPS for the acts and omission of its sub Consultants and of persons directly employed by it.

Notwithstanding any of the above, the Consultant may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to ACPS. The Consultant shall also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

### **13. PROJECT STAFF**

ACPS will, throughout the Agreement Period have the right of reasonable rejection and approval of staff and sub Consultants assigned under this Agreement. If ACPS reasonably rejects staff or sub Consultants, the Consultant shall provide replacement staff or sub Consultants satisfactory to ACPS in a timely manner and at no additional cost to ACPS.

### **14. RELATIONSHIP OF THE PARTIES**

It is the intent of the parties that the Consultant shall be legally considered as an independent Consultant; that neither it nor its employees, agents or representatives shall, under any circumstances, be considered servants or agents of ACPS; and ACPS will at no time be legally responsible for any negligence or intentional wrongdoing on the part of the Consultant, its servants or agents, resulting in bodily injury to any person or property damage to any individual, firm or corporation. The Consultant shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ for this Work, any person not reasonably proficient in the Work assigned.

## **15 SAFETY**

The Consultant shall comply with, and shall ensure that the Consultant's personnel, agents and sub Consultants comply with, all current applicable local, state, and federal policies, regulations and standards relating to safety and health, including by way of illustration and not limitation, the standards of the Virginia Occupational Safety and health program of Department of Labor.

## **16. RECORDS**

The Consultant shall retain all books, records, and other documents relative to the Agreement Documents for five (5) years after its receipt of final payment under this Contract, or until audited by the Commonwealth of Virginia, whichever is sooner. Such records shall include, but not be limited to: all paid vouchers; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; amendments and change orders to the Agreement Documents; insurance documents; payroll documents; timesheets; memoranda; and correspondence. ACPS, its authorized agents, and auditors of the Commonwealth of Virginia shall have full access to and the right to examine all such documents during said period. Records will be available on demand and with reasonable notice during normal working hours.

## **17. FAITH BASED ORGANIZATIONS**

ACPS and Consultant do not discriminate against faith-based organizations.

## **18. NON-DISCRIMINATION**

During the Contract Term, Consultant agrees as follows:

- a) Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, disability, age, religion, sexual orientation, marital status, status as a parent, or pregnancy in its programs, age, disability or on 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) Consultant, in all solicitations or advertisements for employees placed by or on behalf of Consultant, shall state that Consultant is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- d) Consultant shall include the provisions of this entire section in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each sub Consultant, sub Consultant and vendor.

- e) Notice of Required Disability Legislation Compliance: ACPS is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, ACPS, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability 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, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## **19. EMPLOYMENT OF UNAUTHORIZED ALIENS**

In accordance with § 2.2-4311.1 of the Code of Virginia, the Consultant acknowledges that it does not, and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## **20. BACKGROUND CHECK AND SECURITY PROVISIONS AND CRIMES**

The Consultant shall inform its employees, representatives and agents that placement in an ACPS school or facility will be contingent upon the results of a criminal background check, background verification as well as a Sex Offender Registry Search in accordance with ACPS policies and procedures for ACPS volunteers and employees. The failure to successfully pass ACPS' background check shall serve as grounds for immediate dismissal or removal of that employee, agent or representative from any program administered on an ACPS site or facility.

The Consultant certifies that neither it, nor any of its employees, workers or suppliers, have been convicted of: (i) a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (ii) a crime of moral turpitude.

## **21. DRUG FREE WORKPLACE**

During the performance of this Agreement, the Consultant agrees to: (1) provide a drug-free workplace for the Consultant's employees and volunteers; (2) post in conspicuous places, available to 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 Consultant's workplace, and specifying the actions that will be taken against employees and volunteers for violations of such prohibition; and, (3) state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that the Consultant maintains a drug-free workplace; and (4) include the provisions of the foregoing

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

For 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 Consultant by ACPS in accordance with ACPS policies and procedures, the employees of which Consultant are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance period of this Agreement.

## **22. TERMINATION**

### **a) *Termination for Convenience***

The performance of work under this Contract may be terminated by ACPS and ACPS in whole or in part whenever ACPS determines that such termination is in the best interest of ACPS. Any such termination shall be affected by the delivery to the Consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this contract is terminated and the date upon which such termination becomes effective.

### **b) *Termination for Cause***

The Contract shall remain in force for the initial Agreement Period and any subsequent Agreement Period(s) and until ACPS determines that all of the following requirements and conditions are have been satisfactorily met: ACPS has accepted the Work, and thereafter until the Consultant has met all requirements and conditions relating to the Work under the Agreement Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Contract sooner if the Consultant is in breach or default or has failed to perform satisfactorily the Work required, as determined by ACPS in their sole discretion.

If ACPS determines that the Consultant has failed to perform satisfactorily, then ACPS will give the Consultant written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) business days before termination of the Contract takes effect (“Cure Period”). If the Consultant fails to cure within Cure Period or as otherwise specified in the notice of cure, the Contract may be terminated for the Consultant’s failure to provide satisfactory performance. Upon such termination, the Consultant may apply for compensation for contract services satisfactorily performed by the Consultant, allocable to the Contract and accepted by ACPS prior to such termination unless otherwise barred by the Contract (“Termination Costs”). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to Director of Procurement within fifteen (15) business days after the expiration of the Cure Period. ACPS may accept or reject, in whole or in part, the application for Termination Costs and notify the Consultant of same within a reasonable time thereafter.

### **c) *Termination for Breach and Default***

If ACPS terminates the Contract for default or breach of any Contract provision or

condition, then the termination shall be immediate after the notice from ACPS is mailed to the Consultant (unless ACPS in their sole discretion provides for an opportunity to cure) and the Consultant shall not be permitted to seek Termination Costs.

Upon termination pursuant to paragraph B and C of this section, the Consultant shall be liable to ACPS for all costs incurred by ACPS after the effective date of termination, including costs required to be expended by ACPS to complete the work covered by the Contract, including costs for delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed by the Consultant. Such costs shall be either deducted from any amount due to the Consultant or shall be promptly paid by the Consultant.

### **23. INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant covenants for itself, its employees, and sub Consultants to save, defend, hold harmless and indemnify ACPS, and all their respective elected and appointed officials, officers, current and former employees, agents, departments, boards, and commissions from and against any and all claims made by third parties or by ACPS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges liability, demands or exposure, however, caused, resulting from, arising out of, or in any way connected with the Consultant's performance or non-performance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If after, notice by ACPS, the Consultant fails or refuses to fulfill its obligations contained in this section, the Consultant shall be liable for and reimburse ACPS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Consultant shall pay such expense upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to the Consultant under this Contract.

### **24. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Consultant warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights, and trademarks) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Consultant further covenants to save, defend, hold harmless, and indemnify ACPS, and all their respective officers, officials, departments, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs, (including court costs and attorney's fees), charges liabilities, or exposure, however, caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use, by ACPS. If the Consultant uses any design, device, method, or material covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract amount includes all royalties, licensing fees, or costs arising from the use of such design, device, method, or materials in any way involved with the Work.

## **25. CONFIDENTIALITY**

The Consultant shall maintain the confidentiality of documents designated as confidential by ACPS, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of its sub Consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

## **26. AUTHORITY TO TRANSACT BUSINESS**

The Consultant shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Agreement Period and any subsequent Agreement Period(s) of this Contract. A contract entered into by a Consultant in violation of this requirement is voidable, without any cost or expense, at the option of ACPS.

## **27. FORCE MAJEURE**

The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Consultant, and outside and beyond the scope of the Consultant's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

## **28. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference all Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Consultant certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Consultant, supplier, manufacturer, or sub Consultant and that it has not conferred on any public employee having official responsibility for this procurement 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.

## **29. ANTITRUST**

By entering into this Agreement, the Consultant conveys, sells, assigns and transfers to ACPS all rights, title, and interest in and to all causes of action the Consultant may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by ACPS under this Agreement.

## **30. WAIVER**

ACPS's failure to insist, in any one or more instances, on the performance of any of the Contactor's obligations under the Agreement Documents, or ACPS's approval of alternatives, variances or substitutions to Consultant's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, ACPS's actions or inactions shall not waive, modify or alter Consultant's responsibilities or liability under the Agreement Documents.

### **31. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by ACPS pursuant to this Agreement shall constitute or to be construed as a waiver of either the sovereign or governmental immunity of ACPS. The parties intend for this provision to be read as broadly as possible.

### **32. SURVIVAL OF TERMS**

In addition to any numbered sections in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Agreement also survive: INDEMNIFICATION, INDEPENDENT CONSULTANT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; and CONFIDENTIALITY.

### **33. NONEXCLUSIVITY OF REMEDIES**

All remedies available to ACPS under this Agreement are cumulative, and no such remedy shall be exclusive of any other remedy available to ACPS at law or in equity.

### **34. SEVERABILITY**

In the event any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement Documents, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the Agreement Documents a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of the Agreement Documents is intended to be severable.

### **35. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for ACPS, Virginia, and in no other court. In performing the Work under this Contract, the Consultant shall comply with applicable federal, state, and local laws, ordinance and regulations.

### **36. ARBITRATION**



It is expressly agreed that nothing under this Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

### **37. HEADINGS/CAPTIONS**

The headings or captions used in the Agreement Documents are inserted for convenience only and shall not be used in interpreting the same.

### **38. NOT TO BENEFIT**

By your signature to this Contract, you agree that no employee of ACPS or members of his/her immediate family, including spouse, parents or children has received or will receive, or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract with ACPS.

### **39. AMENDMENTS**

Unless otherwise specified herein, this Agreement shall not be amended except by written amendment executed by persons dully authorized to bind the Consultant and ACPS.

### **40. FINAL AGREEMENT**

The Agreement Documents represent the entire and integrated agreement between ACPS and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, between ACPS and the Consultant concerning the subject matter of the Agreement Documents. The Agreement Documents may be amended only by a written instrument executed by an authorized representative of ACPS.

### **41. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES**

Any termination or cancellation notice or any other notice required by this Contract shall be in writing and must be delivered by services rendering and confirming receipt (such as registered or certified mail). Alternatively, notices may be sent via a nationally recognized overnight service, or may be personally served upon the appropriate party. The following individuals shall serve as contacts for the respective parties to receive required notices pursuant to this Contract at the addresses provided:

#### **Contact Information for the Consultant:**

Corbett Technology Solutions, Inc.

Attention: Robin Nishiyama, Director Education Solutions

4151 Lafayette Center Drive, Suite 700

Chantilly, VA 20151

[mishiyama@ctsi-usa.com](mailto:mishiyama@ctsi-usa.com)

(703) 633-1402

Local Rep: Matt Fitzgerald  
4151 Lafayette Center Drive, Suite 700  
Chantilly, VA 20151  
[mfitzgerald@ctsi-usa.com](mailto:mfitzgerald@ctsi-usa.com)  
(703) 631-3377

**Contact Information for ACPS (Project Information/COTR):**

Alexandria City Public Schools  
Attention: John Crites  
1340 Braddock Place  
Alexandria, VA 22314  
[j.crites@acps.k12.va.us](mailto:j.crites@acps.k12.va.us)  
(703) 619-8104

**Contact Information for ACPS (Legal Authorization):**

Alexandria City Public Schools  
Attention: Andrea Lennon, Director of Procurement & General Services  
1340 Braddock Place, Suite 620  
Alexandria, VA 22314  
[andrea.lennon@acps.k12.va.us](mailto:andrea.lennon@acps.k12.va.us)  
(703) 403-2927

**IN WITNESS WHEREOF**, ACPS and Consultant have caused this Agreement to be executed by their duly authorized representatives.

**ALEXANDRIA CITY PUBLIC SCHOOLS**

E-SIGNED by Elizabeth Hoover  
on 2021-09-14 20:10:02 GMT

By: \_\_\_\_\_  
Elizabeth Hoover

Chief of Technology  
E-SIGNED by John Crites  
on 2021-09-14 20:17:07 GMT

By: \_\_\_\_\_  
John Crites

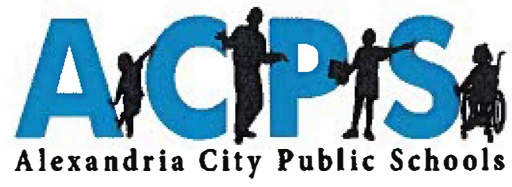
Director of Procurement and General Services  
E-SIGNED by Andrea Lennon  
on 2021-09-15 14:26:38 GMT

By: \_\_\_\_\_  
Andrea Lennon  
Director of Procurement and General Services

**CORBETT TECHNOLOGY SOLUTIONS, INC.**

E-SIGNED by Robin Nishiyama  
on 2021-09-14 20:06:24 GMT

By: \_\_\_\_\_  
Robin Nishiyama  
Director of Education Solutions



**EXHIBIT A**

**CONSULTANT'S TECHNICAL AND COST PROPOSAL**

## Tab 7: Cost Proposal Exhibit B, Requested

See Exhibit B

## Exhibit A

Ref.	Description	Yes	No
A.1	Provide support and maintenance of fiber backbone and twisted pair workstation cabling for the ACPS Local Area Network.	X	
A.2	Provide mounting of wireless access points, installation of twisted pair cables to support access points for the ACPS Wireless Network.	X	
A.3	Provide installation of coax cable drops, maintenance of taps, splitters and amplifiers in support of the CATV system in each building.	X	
A.4	Provide support and maintenance of Rauland school paging system as well as hardware maintenance, replacement, programming and cabling.	X	
A.5	Provide support and maintenance of the station cabling and support and maintenance of phone system programming for the ACPS legacy phone systems.	X	
Ref.	Description	Yes	No

- Local Area Network: Support and maintenance of fiber optic backbone and twisted pair workstation cabling.

We will provide the proper technician with the appropriate test gear for fiber testing and termination(s).

- Wireless Network: Mounting of wireless access points. Installation of twisted pair cables to support access points.

Our cabling technicians will install the equipment and our Network Engineers will be available for configuration if ACPS is interested in CTSI handling any of that support. We can do as much or as little of the work ACPS would like us too.

- CATV System: Installation of coax cable drops, maintenance of taps, splitters and amplifiers in support of the CATV system in each building.

We will provide the proper technician with the appropriate test gear for CATV coax cabling, testing and termination

- **PA System:** Support and maintenance of Rauland school paging system. Hardware maintenance, replacement, programming and cabling, upgrade and migrations.

CTSI is the Authorized Rauland solution provider for your district. We will continue to support the legacy systems as best as possible and moving forward implementing the new TCU standard with Voip phone integration. We are very capable of integrating the legacy phone systems as well until the newer VOIP solutions are rolled out.

- **Phone System:** Support and maintenance of the station cabling. Support, maintenance and Programming of legacy (Comdial, Lucent) phone systems.

We will provide the proper technician with the appropriate test gear for CAT6 (& Cat6A) cabling, testing and termination. CTSI has the certifications and experience to support your legacy systems

- **Additional low voltage Items and systems offered by the vendor through their support catalog.**

CTSI has the capability and expertise to assist with all your low voltage and technology systems, such as DAS, Fire Alarm, AV (sound systems, classroom amplification systems, projection systems). Example of other manufacturers we represent as in our pricing options- Extron, Creston, AMX, Avigilon, Aiphone, Brightsign, Epson, Panasonic as well as other solutions yet to be released.

## Exhibit B: Option 1 "BOA Manufacturer List Pricing Discounts"

<u>Manufacturer</u>	<u>Minimum Discount From List</u>
3COM	20% off
AMERICAN DYNAMICS	25% off
AMP	5% off
APC	15% off
ATLAS SOUND	10% off
AVAYA COMMUNICATIONS	10% off
AVIGILON	5% off
BLONDER TONGUE	12% off
CBC AMERICA	25% off
CIRCA	5% off
CISCO	15% off
CITRIX	15% off
COMPAQ	will provide EDU price
CONTROL CONCEPTS	5% off
CRESTRON	10% off
CTSI	20% off
DENON	10% off
EXTRON	6% off
FURMAN	10% off
HEWLETT PACKARD	5% Distributor List



Manufacturer List Pricing Discounts (continued)

<u>Manufacturer</u>	<u>Minimum Discount From List</u>
JBL-----	10% off
JVC-----	5% off
LEVITON-----	5% off
LISTEN-----	5% off
LUCASEY-----	5% off
MICROSOFT-----	-will provide EDU price
MID-ATLANTIC-----	5% off
NATIONAL TIME-----	10% off
NOVELL-----	5% off
NOTIFIER-----	30% off
PANASONIC-----	5% off
PANDUIT-----	10% off
PASO (TEAC)-----	10% off
PEAVEY-----	10% off
PHILIPS-----	25% off
PIONEER-----	5% off
PREMIER-----	5% off
RAULAND-BORG-----	40% off
RCA-----	10% off

Manufacturer List Pricing Discounts (continued)

	<u>Minimum</u> <u>Discount From List</u>
SAMSUNG-----	10% off
SAPLING-----	20% off
SCALA-----	5% off
SHURE-----	10% off
SUPERIOR ESSEX-----	5% off
TANNOY-----	5% off
TELEX-----	10% off
TOA-----	10% off
VIDEX-----	5% off
VIEWSONIC-----	5% off
WEST PENN-----	5% off
WIREMOLD-----	10% off
ZENITH-----	10% off

Note: This list shall be amended per the terms of the Basic Ordering Agreement

\*Pricing assumes award of all contract items.

### BOA UNITS

Unit Qty.	Description	Selected Manufacturer or Equal	Unit Price	Ext Unit Price with Tax	E-Rate Eligible	E-Rate Compliant Amount
1.00	<b>Unit Price Number 1: CEC - Classroom Equipment Cabinet</b>	CTSI	\$2,726.44	\$2,726.44	Yes	\$2,726.44
100.00	6 strand Multimode fiber plenum 50/125 OM3	West Penn				
12.00	SC Fiber Connectors	West Penn				
1.00	2'x2' In ceiling CEC	Leviton				
1.00	CEC Mounting Hardware	CTSI				
1.00	12 Port SC Fiber Adapter Panel	West Penn				
1.00	1RU Rack Mount Fiber Panel	West Penn				
1.00	48 Port - 110 Connect Patch Panel Cat6	West Penn				
2.00	SC To LC - 2 Strand Fiber Patch Cord	CTSI				
1.00	Surge Protector	CTSI				
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 2: Quad Data Outlet - No Wiremold</b>	CTSI	\$298.73	\$298.73	Yes	\$298.73
1.00	Four Port Face Plate	West Penn				
4.00	Cat 6 jack	West Penn				
400.00	Cat 6 plenum cable	West Penn				
4.00	3ft patch cord	CTSI				
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 3: Admin Voice/Data Outlet No wiremold</b>	CTSI	\$197.19	\$197.19	Yes	\$197.19
1.00	2 port Face Plate	West Penn				
2.00	Cat 6 jack	West Penn				
200.00	Cat 6 plenum cable	West Penn				
1.00	3ft patch cord	CTSI				
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 4: Admin Voice/2 Data Outlet No wiremold</b>	CTSI	\$490.61	\$490.61	Yes	\$490.61
1.00	Four Port Face Plate	West Penn				
3.00	Cat 6 jack	West Penn				
300.00	Cat 6 plenum cable	West Penn				
3.00	3ft patch cord	CTSI				
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 5: Admin Voice/3 Data Outlet No wiremold</b>	CTSI	\$637.79	\$637.79	Yes	\$637.79
1.00	Four Port Face Plate	West Penn				
4.00	Cat 6 jack	West Penn				
400.00	Cat 6 plenum cable	West Penn				
3.00	3ft patch cord	CTSI				
1.00	Labor	CTSI				

<b>Unit Price Number 6: Admin Voice/Data Outlet/Video No wiremold</b>						
1.00	3 port face plate	CTSI	\$313.50	\$313.50	Yes	\$313.50
1.00	Cat 6 jack	West Penn				
2.00	Modular F Connector	West Penn				
1.00	Cat 6 plenum cable	West Penn				
200.00	RG-6 plenum cable	West Penn				
100.00	3ft patch cable	CTSI				
1.00	Labor	CTSI				
<b>Unit Price Number 7: Voice Outlet for Admin No Wiremold</b>						
1.00	Cat 6 jack	West Penn	\$188.28	\$188.28	Yes	\$188.28
1.00	single port face plate	West Penn				
100.00	Cat 6 plenum cable	West Penn				
1.00	Labor	CTSI				
<b>Unit Price Number 8: Single Data Outlet No Wiremold</b>						
1.00	Single port Face Plate	West Penn	\$148.44	\$148.44	Yes	\$148.44
1.00	Cat 6 jack	West Penn				
100.00	Cat 6 plenum cable	West Penn				
1.00	3ft patch cord	CTSI				
1.00	Labor	CTSI				
<b>Unit Price Number 9: Duplex Data Outlet No Wiremold</b>						
1.00	Duplex Face Plate	West Penn	\$198.11	\$198.11	Yes	\$198.11
1.00	Cat 6 jack	West Penn				
200.00	Cat 6 plenum cable	West Penn				
2.00	3ft patch cord	CTSI				
1.00	Labor	CTSI				
<b>Unit Price Number 10: Category 6 patch Cords No Labor</b>						
1.00	3 foot patch Cord	CTSI	\$8.91	\$8.91	No	\$0.00
<b>Unit Price Number 11: Category 6 patch Cords No Labor</b>						
1.00	15 foot patch Cord	CTSI	\$19.14	\$19.14	No	\$0.00
<b>Unit Price Number 12: Coax Drop No Wiremold</b>						
1.00	RG-6 plenum cable	West Penn	\$167.01	\$167.01	Yes	\$167.01
100.00	F Connector Faceplate	CTSI				
1.00	Labor	CTSI				

<b>Unit Price Number 13: Video Data Outlet No</b>						
1.00	Wiremold		\$264.75	\$264.75	Yes	\$264.75
1.00	2 port Face Plate	West Penn				
1.00	Cat 6 jack	West Penn				
1.00	Modular F Connector	West Penn				
100.00	Cat 6 plenum cable	West Penn				
100.00	RG-6 plenum cable	West Penn				
1.00	3 foot patch Cord	CTSI				
1.00	Labor	CTSI				
<b>Unit Price Number 14: UPS No Labor</b>						
1.00	APC Smart Ups 3000	UPS	\$1,802.25	\$1,802.25	No	\$0.00
<b>Unit Price Number 15: UPS No Labor</b>						
1.00	APC Smart UPS Additional Battery	UPS	\$415.80	\$415.80	No	\$0.00
<b>Unit Price Number 16: Public Address Speaker</b>						
1.00	1' x 2' Drop In Speaker	Rauland	\$240.33	\$240.33	No	\$0.00
100.00	2 conductor shielded plenum	West Penn				
1.00	Labor	CTSI				
<b>Unit Price Number 17: Wall Phone Outlet No</b>						
1.00	Wiremold		\$137.68	\$137.68	Yes	\$137.68
1.00	Wall Mount RJ-11 Face Plate	Leviton				
100.00	Cat 6 plenum cable	West Penn				
1.00	Labor	CTSI				
<b>Unit Price Number 18: Fiber per 100ft</b>						
1.00	6 strand Multimode fiber plenum 50/125 OM3	West Penn	\$149.46	\$149.46	Yes	\$149.46
1.00	Labor	CTSI				
<b>Unit Price Number 19: Cat 6 per 400ft for</b>						
1.00	Quad		\$286.67	\$286.67	Yes	\$286.67
400.00	Cat 6 plenum cable	West Penn				
1.00	Labor	CTSI				
<b>Unit Price Number 20: Cat 6 per 100ft</b>						
1.00	Cat 6 plenum cable	West Penn	\$132.61	\$132.61	Yes	\$132.61
1.00	Labor	CTSI				
<b>Unit Price Number 21: Speaker Wire</b>						
1.00	2 Conductor Shielded	West Penn	\$111.54	\$111.54	No	\$0.00
1.00	Labor	CTSI				

1.00	<b>Unit Price Number 22: Coax Cable per 100ft</b>		\$153.75	\$153.75	No	\$0.00
100.00	RG-6 plenum cable	West Penn				
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 23: Coax Cable per 100ft</b>		\$326.39	\$326.39	No	\$0.00
100.00	RG-11 plenum cable	Commscope				
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 24: Installer per hour</b>		\$72.00	\$72.00	Yes	\$72.00
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 25: Lead Technician per hour</b>		\$99.00	\$99.00	No	\$0.00
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 26: Add wiremold to drops</b>		\$73.62	\$73.62	No	\$0.00
1.00	10FT 700 wiremold	Wiremold				
1.00	5745 Backbox	Wiremold				
2.00	two hole straps	Wiremold				
1.00	bushing	Wiremold				
1.00	Labor	CTSI				
1.00	<b>Unit Price Number 27: Classroom phones No. Labor</b>		\$58.88	\$58.88	No	\$0.00
1.00	Single line phone w/ message light	Vodavi				
1.00	<b>Unit Price Number 28: Admin Phones No. Labor</b>		\$52.65	\$52.65	No	\$0.00
1.00	MLX-10D Black Phone Refurbished	Avaya				
1.00	<b>Unit Price Number 29: Project Management</b>		\$128.00	\$128.00	Yes	\$128.00
1.00	Project Engineering, Project Management, and Project Documentation Only	CTSI				
1.00	<b>Unit Price Number 30: Network Engineer per hour</b>		\$132.00	\$132.00	No	\$0.00
1.00	Labor	CTSI				
<b>Pricing assumes award of all contract items.</b>						

## EXHIBIT B: Pricing Options #2 “BOA with Added Materials”

Under this option CTSI would price tasks per the same fixed pricing spreadsheets as Option #1. Additional material would be priced at CTSI cost multiplied by 1.25 for any additional materials and contract hourly rates needed to complete tasks not specifically listed by task. Due to CTSI's contractual requirements with Rauland this would not include any Rauland products. We would offer you our most preferred Rauland rate of 40% off list. Also, under this model we propose being subject to annual audits upon request of Alexandria City Public Schools.

### Sample Pricing for Task-

BOA Item #8	Qty: 1	\$148.44
Additional Materials needed to complete task		\$10.00 * 1.25= \$ 12.50
Additional Labor to install Materials	<u>Qty: 1 BOA Item # 24</u>	<u>= \$ 72.00</u>
Total Cost of Task		\$232.94

\*Suggested yearly escalation of annual CPI for renewals

## EXHIBIT B: Pricing Option #3 “Cost Plus”

Under this option CTSI hourly rates would be as follows:

- Project Manager- \$128.00
- Network Engineer – \$132.00
- Lead- \$ 99.00
- Installer- \$ 72.00

Materials would be charged at a CTSI cost multiplied by 1.25. Due to CTSI’s contractual requirements with Rauland this would not include any Rauland products. We would offer you our most preferred Rauland rate of 40% off list. Also, under this model we propose being subject to annual audits upon request of Alexandria City Public Schools.

### Sample Pricing for Task-

Materials needed to complete task	\$10.00 * 1.25=	\$ 12.50
Labor	<u>Qty: 1 Installer Labor</u>	<u>= \$ 72.00</u>
Total Cost of Task		\$ 84.50

\*Suggested yearly escalation of annual CPI for renewals



## EXHIBIT B: Pricing Option #4 “As a Service”

### CTSI Subscription Services Total Cost of Ownership (TCO) Overview:

CTSI Subscription Services generates significant capital savings (5-20%), accelerated technology deployment, reduced operational and IT risk, end of term technology refresh, higher availability and greater peace of mind.

CTSI Subscription Services combines design, engineering, installation, hardware, software and CTSI Customer Care in a single monthly or annual Subscription Services Fee which provides a stable and consistent budget for technology use and ongoing support. Customers may select the initial term of the Subscription Services Agreement to coincide with technology refresh lifecycle requirements or preferred contract term lengths. Additionally, customers may add features or expand at any time.

CTSI Subscription Services also includes CTSI Premium Maintenance Services ensuring rapid service response times, high system availability and preventive maintenance inspections. All equipment included in the service will be repaired or replaced for the term of the Subscription Agreement.

### CTSI Subscription Services Customer Benefits

<p><b>Completely Bundled Service</b> Includes Design, Engineering, Installation, Hardware, Software, &amp; Support</p>	<p><b>Fixed Monthly Payments</b> Budget Linearity, Flexible Terms, No Surprises</p>
<p><b>No Down Payments or Capital Budget Required</b> Accelerate Deployment, No Large Capital Expenditures, Stay Current</p>	<p><b>Accelerate Technology Adoption</b> Ability to Accelerate Workplace Technology for Immediate Benefit</p>
<p><b>Ability to Add Features or Expand at Any Time</b> Subscription Services Enables Flexibility in Workplace Technology Options</p>	<p><b>High Availability &amp; Priority Customer Care</b> CTSI Engage Managed Services with Service Delivery Management</p>
<p><b>Reduced Risk &amp; Ownership Expense</b> Increased Availability, Reduced Asset Risk &amp; Maintenance Expense</p>	<p><b>End of Term Options: Tech Refresh/Renew</b> Align with your Technology Refresh Lifecycle to Optimize Spend</p>

Features	Premium Maintenance	Essential Maintenance
Yrtag / Call Desk	✓	✓
Help Desk	✓	✓
On-site Support	✓	✓
Parts Repair	✓	✓
Warranty / RMA Support	✓	✓
Multichannel Support	✓	✓
Preferred Rates for MAC's, Training, Modeling & Event Support	✓	✓
Preventive Maintenance	BI Annual	Annual
Bill History Report Review & Adjustment	BI Annual	Annual
On-site response Service Level Objective	1 Business Day	2 Business Days
Remote Support	Secure Access	Secure Access

CTSI Subscription Services generates a cost savings over the term of the agreement, versus a traditional integration capital purchase paid up front. You have the option to make annual payments versus monthly payments if preferred.

CTSI Subscription Services delivers several business, financial, and operational benefits which make it superior to a traditional integration contract.

This Technology as a Service model provides our customers freedom to acquire the technology and services they require, in a way that yields a total cost of ownership that is less than a traditional integration capital

Once Master Schedule terms are agreed to and executed CTSI will present appropriate schedules for tasks/projects as needed.

**RIDER CLAUSE**

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

Use of Contract(s) by members comprising the Metropolitan Washington Council of Governments Chief Purchasing Officers Committee.

1. If authorized by the bidder(s), the resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with the contract terms.
2. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
3. A negative reply will not adversely affect consideration of your bid/proposal.
4. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contract(s).
5. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
6. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

NO	YES	JURISDICTION
	X	Alexandria, VA
	X	Alexandria Sanitation Authority
	X	Arlington County, VA
	X	Arlington County Public Schools
	X	Bladensburg, MD
	X	Bowie, MD
	X	Charles County Public Schools
	X	College Park, MD
	X	Culpeper County, VA
	X	District of Columbia
	X	District of Columbia Courts
	X	District of Columbia Public Schools
	X	District of Columbia Water/Sewer Auth.
	X	Fairfax, VA
	X	Fairfax County, VA
	X	Fairfax County Water Authority, VA
	X	Falls Church, VA
	X	Fauquier County Schools & Gov., VA
	X	Frederick, MD
	X	Frederick County, MD
	X	Gaithersburg, MD
	X	Greenbelt, MD
	X	Herndon, VA
	X	Leesburg, VA
	X	Loudoun County, VA
	X	Loudoun County Public Schools, VA
	X	Loudoun County Sanitation Authority
	X	Manassas, VA

NO	YES	JURISDICTION
	X	City of Manassas Public Schools, VA
	X	Manassas Park, VA
	X	MD-Natl. Capital Park/Planning Comm.
	X	MD Dept. of Transportation, MD
	X	Metropolitan Wash. Airports Authority
	X	Metropolitan Wash. Council of Govt.
	X	Montgomery College, MD
	X	Montgomery County, MD
	X	Montgomery County Public Schools, MD
	X	Northern Va. Community College, VA
	X	OmniRide, VA
	X	Potomac & Rappahannock Trans Comm
	X	Prince George's County, MD
	X	Prince George's Public Schools, MD
	X	Prince William County, VA
	X	Prince William County Public Schools, VA
	X	Prince William County Service Auth. , VA
	X	Rockville, MD
	X	Spotsylvania County Schools, VA
	X	Stafford County, VA
	X	Takoma Park, MD
	X	Upper Occoquan Service Authority, VA
	X	Vienna, VA
	X	Virginia Railway Express, VA
	X	Washington Metro Area Transit Authority
	X	Washington Suburban Sanitary Comm
	X	Winchester, VA
	X	Winchester Public Schools

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID/RFP. DATE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

OFFEROR SIGNATURE: \_\_\_\_\_

**MASTER SUBSCRIPTION AGREEMENT NO. 2022049**

USER INFORMATION ("USER")			
User Legal Name <b>Alexandria City Public Schools</b>		Address <b>1340 Braddock Place</b>	
City <b>Alexandria</b>	State <b>VA</b>	Zip <b>22314</b>	Phone <b>703-619-8000</b>

**AGREEMENT:** This Master Subscription Agreement dated as of the 14th day of September, 2021 (the "Master Agreement") is by and between User and Corbett Technology Solutions, Inc. ("Provider"). The terms of this Master Agreement shall be incorporated into each Schedule to Master Subscription Agreement entered into between User and Provider (each, a "Schedule"). Each such Schedule shall constitute a separate and enforceable agreement (a "Subscription Agreement"). In the event of a conflict between the terms of this Master Agreement and any Schedule, the terms of the Schedule shall control. As used herein, the term "Equipment" refers to the equipment referenced on an individual Schedule, the term "Software" refers to the software licenses/subscriptions and pre-paid software maintenance agreements referenced on an individual Schedule and the term "Products" refers to the Equipment, the Software (if any) and design and installation services referenced on such Schedule. User agrees to utilize all of the Products according to the terms and conditions of the applicable Subscription Agreement. The parties anticipate that User will also enter into a Statement of Work with Provider ("SOW") pursuant to which Provider will agree to provide the Equipment maintenance services and will coordinate software support services, all as described therein ("Services").

**TERM:** A Subscription Agreement term will commence on the first day of the month following Provider's receipt of written and/or verbal acceptance for all the Products (the "Commencement Date") and will continue for the number of months specified on the Schedule (the "Initial Term") and for any successive Renewal Periods. The Initial Term and any Renewal Periods are collectively referred to as the "Term".

**PAYMENTS:** User agrees to make payments in accordance with the Term and payment schedule outlined on a Schedule ("Subscription Fees"). Subscription Fees will be due on the first day of the month (or such other time period specified in Schedule). **USER'S OBLIGATION TO PAY SUBSCRIPTION FEES AND ALL OTHER OBLIGATIONS HEREIN ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER.**

**LATE FEES AND COLLECTION CHARGES:** If any Subscription Fee payment or other amount payable to Provider is not paid within 10 days of its due date, User agrees to pay a late charge equal to: 1) the greater of (a) \$25.00 or (b) five (5) cents for each dollar overdue or (2) the highest lawful charge, if less. User also agrees to pay any fees assessed for each check or ACH returned unpaid.

**DELIVERY, INSTALLATION AND ACCEPTANCE:** Provider will deliver and install the Products as described in the SOW. Upon receipt and installation, User agrees to inspect the Products to determine whether they are in good working order. After inspection, User agrees to sign and send Provider a certificate of acceptance in a form acceptable to Provider.

**EQUIPMENT LOCATION, USE AND REPAIR:** User will maintain and use the Equipment only at the location shown on the applicable Schedule. User agrees that the Equipment cannot be moved from that location without Provider's advance written approval. During the term of the applicable SOW, User has contracted with Provider to maintain the Equipment in good repair and condition, and in proper working order. If the SOW is terminated for any reason during the Term, User shall be responsible for maintaining the Equipment in good repair and condition, and in proper working order for the remainder of the Term. User is responsible for protecting the Equipment from damage of any kind whatsoever and will continue to make payments if any damage occurs, even if the Equipment is completely destroyed and/or the Software becomes unusable. User will not modify or alter the Equipment, permanently affix anything to the Equipment or permanently affix the Equipment to assets not owned by Provider, without Provider's prior written consent. Any such pre-approved modifications or alterations shall be made at User's sole expense. Any such modification or alteration shall not interfere with the normal operation of the Equipment. All such alterations and permanent attachments shall become part of the Equipment and shall be owned by Provider. User acknowledges, warrants and agrees that Provider or its agents shall have the right to inspect the Equipment from time to time during reasonable business hours at its then current location.

**END OF TERM AND RENEWAL:** At the end of the term of any Subscription Agreement (or any renewal term)(the "End Date"), such Subscription Agreement will renew for an additional 12-month period (each a "Renewal Period") under the same terms and conditions on the applicable Schedule unless (a) User (i) provides Provider written notice, at least 120 days prior to the End Date, of User's intent to return the Products, and (ii) within 10 days after the End Date returns the Products to Provider, at User's expense, to the address designated by Provider or (b) User and Provider enter into a renewal Subscription Agreement extending the Term, or enter into a technology refresh Subscription Agreement upgrading some of the Products and extending the Term.

**OWNERSHIP, TAXES AND UCCs:** Provider (or its assignee) is the owner of the Equipment and holds title to the Equipment.

User must keep the Equipment free and clear from any lien, levy, attachment or encumbrance. In addition to the payment of the Subscription Fees, User shall pay when due, either directly or by reimbursing Provider, all license or registration fees, assessments, sales and use taxes, rental taxes, gross receipts taxes, personal property taxes and other taxes now or hereafter imposed by any federal, state or local government upon the Products, the Subscription Fees or the ownership, leasing, renting, purchase, possession or use of the Products (whether the same be assessed on Provider or User). User shall indemnify Provider to the extent of any such unpaid taxes or fees (including penalties and interest) and Provider's costs associated therewith. Sales or use taxes due upfront will be payable either upfront or over the Initial Term with a finance charge, at User's option. User agrees that each Subscription Agreement is an agreement of the type described in Section 2A-103(1)(g) of the Uniform Commercial Code ("UCC") and User agrees to forgo the rights and remedies provided under Sections 501-522 of Article 2A of the UCC. While User acknowledges that it does not have title to the Equipment, as a precautionary matter in the event a court recharacterizes a Subscription Agreement as a secured transaction, User grants to Provider a security interest in the Products and authorizes Provider to record UCC financing statements to indicate its interest in the Products.

**SOFTWARE:** User agrees that any software licenses/subscriptions included in the Products is subject to the following: (1) Provider disclaims all warranties and obligations in regard to the software other than Provider's obligation to pay the invoiced price of the software licenses/subscriptions to the software vendor; (2) Provider will not be liable to User for (a) the inadequacy of the software for any purpose; (b) any deficiency or defect in the software; (c) the performance of the software; or (d) any interruption or loss of service, use or performance of the software; (3) User agrees to deal directly with the software licensor/provider for any problems, deficiencies or inadequacies relating to the software; (4) other than with respect to any prepaid software support services which are included in the Products, Provider's sole responsibility with respect to which is to pay the invoiced price of such prepaid software support services to the services provider, User shall remain responsible for all software maintenance and enhancement costs; (5) User acknowledges and agrees that if User Defaults under a Subscription Agreement, Provider may request the software licensor/provider, and such software licensor/provider is authorized by User, to immediately terminate User's access to the Software; (6) if Provider repossesses the Products under the terms of a Subscription Agreement, User agrees immediately to assign to Provider all of User's rights in the Software and to take all such acts as are necessary to cause such an assignment.

**COMPLIANCE WITH LAWS:** Each party will comply with laws, regulations, and treaties that apply to the exercise of its rights and performance of its obligations hereunder and, for User, receipt and use of the Services.

**DATA:** User shall be data controller of its data at all times. User is responsible for managing its data and any access to its data. Provider does not monitor what data User enters into, stores or processes on the Products. The parties acknowledge that the nature of the Services to be provided is not intended to grant

Provider direct access to User data. User is solely responsible for protecting and removing User data stored on the Equipment prior to its return for any reason.

**LIMITATION OF LIABILITY:** Provider shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, cost of substitute equipment, services, down time, or claims of User for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if Provider had been advised of such potential damages, and User shall save and hold Provider harmless from any such claims. In all events not specifically provided for in a Subscription Agreement or SOW and where permitted by law, Provider's liability (regardless of the form of action) will be limited to User's direct damages in an amount up to \$1,000. Provider's entire liability and User's exclusive remedies for Provider's liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by Provider under a Subscription Agreement are limited to those contained herein.

**SERVICES WARRANTY AND DISCLAIMER:** Services are provided under the SOW using generally recognized commercial practices and standards. User agrees to provide prompt notice of any Services concerns. The Services warranties set forth in this Agreement are exclusively made to, and for the benefit of, User. **EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL IMPLIED OBLIGATIONS OR LIABILITIES ON THE PART OF PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED UNDER THE SOW. USER EXPRESSLY ACKNOWLEDGES THAT SERVICES WARRANTY IS PERSONAL TO PROVIDER AND IS NOT ASSUMED BY ANY ASSIGNEE OF A SUBSCRIPTION AGREEMENT.**

**LIMITED EQUIPMENT WARRANTY:** User acknowledges that Provider does not manufacture or develop the Equipment and is not the licensor/provider of the Software. **PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO USER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP OR POSSESSION OF THE PRODUCTS.** User agrees to continue making payments to Provider under each Subscription Agreement, regardless of any claims User may have against the manufacturer or any other vendor. Provider transfers to User for the term of the applicable Subscription Agreement any warranties made by the manufacturer or a vendor of the Products subject to

such Subscription Agreement. No representation or warranty by the manufacturer or any other vendor is binding on Provider nor shall breach of such warranty relieve User of User's obligation to Provider as provided herein.

**USER REMEDIES:** In the event User alleges that Provider has failed to deliver Services in accordance with the provisions of the SOW, User shall submit a written detailed, objective complaint specifying the performance failure in question. Within thirty (30) days following receipt of such detailed complaint, Provider shall evaluate and confirm that the failure is within the scope of the SOW and not due to any act or failure to act of User or any other third-party provider. If Provider confirms the existence of a failure within the scope of the SOW, then within ninety (90) days following confirmation of the detailed complaint, Provider shall resolve the actual objective performance failures identified in such complaint. Should Provider fail to resolve such performance failures within such ninety (90) day period, User may thereafter, by written notice to Provider, terminate the SOW. Provider and User agree the User Remedy Percentage represents the portion of the Subscription Fee payable by User for Services to be provided by Provider under the SOW. If User terminates the SOW pursuant to this paragraph, Provider shall amend the applicable Schedule to reduce the monthly Subscription Fees for the remainder of the Initial Term by the percentage listed under the User Remedies section of the applicable Schedule. Thereafter, Provider will have no further obligations under the SOW. Nothing set forth herein shall relieve User of its obligations to make all monthly payments of the monthly Subscription Fees (as reduced by removal of the portion of the Subscription Fee allocable to the Services to be provided by Provider under the SOW, as provided above) in accordance with the terms of the applicable Subscription Agreement.

**INSURANCE:** (A) During the Term, User will procure and maintain at User's expense, property insurance acceptable to Provider, naming Provider or its assigns as the sole loss payee, for the full replacement value of the Products, and general liability insurance, naming Provider or its assigns as additional insureds, in an amount acceptable to Provider, but in no event shall it be less than \$1,000,000, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Products. User will furnish Provider with evidence of such insurance when requested. If User fails to maintain property loss insurance satisfactory to Provider and/or User fails to timely provide proof of such insurance, Provider shall have the option, but not the obligation, to secure property loss insurance on the Products from a carrier of Provider's choosing in such forms and amounts as Provider deems reasonable to protect Provider's interests. If Provider secures insurance on the Products, Provider will not name User as an insured party, User's interests may not be fully protected, and User will reimburse Provider the premium which may be higher than the premium User would pay if User obtained insurance, and which may result in a profit to Provider or its assignee through an investment in reinsurance.

(B) If User provide insurance in accordance with paragraph (A) above, then (i) in the event of any damage to Products, any proceeds of such insurance shall be applied to the repair of the Products or to reimburse User for such repair, and (ii) in the event

of the destruction, theft or other total loss of any item of Equipment or other Product, (a) if no Event of Default has occurred and is continuing, any proceeds of such insurance will be applied, at User's option, to replace the affected Products, or to be applied to pay Provider the remaining payments due or to become due under such Subscription Agreement, plus the estimated value of the Equipment at the end of the Initial Term, as reasonably determined by Provider (the "End of Term Value"), both discounted at 3% per annum, or (b) if an Event of Default has occurred and is continuing, any proceeds of such insurance will be applied, at Provider's option, to replace the affected Products, or to be applied to pay Provider the remaining payments due or to become due under such Subscription Agreement, plus the End of Term Value in the Equipment, both discounted at 3% per annum.

(C) If User has failed to procure and maintain insurance and Provider has secured insurance as provided in paragraph (A) above, then, if User is current in all of User's obligations under the applicable Subscription Agreement at the time of loss, any insurance proceeds received will be applied, at Provider's option, to repair or replace the Products, or to pay Provider the remaining payments due or to become due under such Subscription Agreement relating to User's use of the Products, plus the End of Term Value, both discounted at 3% per annum.

**DEFAULT:** Each of the following is a "Default" under each Subscription Agreement: (a) User does not pay a Subscription Fee payment or any other amount payable to Provider within 10 days of its due date; (b) User fails to perform any of User's non-monetary obligations under this Master Agreement or any Subscription Agreement and such failure is not cured within 10 days after Provider's notice of that failure to User; (c) any representation or warranty User makes to Provider in, or in connection with, a Subscription Agreement shall prove to have been false in any material respect; (d) any execution or writ of process is issued in any action to seize or detain the Products; (e) User defaults under or otherwise has accelerated any material obligation, credit agreement, loan agreement, conditional sales contract, lease, indenture or debenture; or User defaults under any other agreement now existing or hereafter made with Provider; (f) User's financial condition changes, or the financial condition of any guarantor of such Subscription Agreement changes, to the point where it reasonably causes Provider to be insecure about User's ability to perform User's obligations under any Subscription Agreement or any other agreement with Provider; or (g) any guarantor of a Subscription Agreement dies, or User or any such guarantor: becomes insolvent or unable to pay debts when they become due; files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation; stops doing business as a going concern; merges, has a change of control through a sale or transfer of all or substantially all of its equity; transfers or sells all or substantially all of its assets; makes an assignment for the benefit of creditors; or has a trustee or receiver appointed for it.

**PROVIDER'S REMEDIES:** If a Default occurs, Provider may, but shall not be obligated to, do one or any combination of all of the following: (i) require User to immediately pay all sums then

due under the applicable Subscription Agreement plus any and all other sums becoming due (including an acceleration of remaining Subscription Fee payments), plus Provider's initial estimated value of the Products as of the End Date, if any, as determined by Provider in Provider's sole discretion, discounted at 3% per annum; (2) suspend performance of the Services under the related SOW; (3) require User to promptly return all of the Equipment; and/or (4) repossess, sell, use, lease and/or otherwise dispose of the Products. In addition, Provider is permitted to use any and all remedies available to Provider under the Uniform Commercial Code or any other applicable law. Provider may accept past due payments without modifying the terms of the applicable Subscription Agreement and without waiving any of Provider's rights under such Subscription Agreement. User agrees to pay Provider interest at the rate of one and one-half percent per month on all past due amounts. **USER AGREES TO PAY ALL OF PROVIDER'S COSTS OF ENFORCING PROVIDER'S RIGHTS AGAINST USER, INCLUDING ATTORNEYS' FEES.** If it is necessary for Provider to take possession of the Products, User agrees to pay the cost of repossession, sale, lease and/or disposing of the Products.

**ASSIGNMENT; INDEMNIFICATION OF ASSIGNEE:** USER HAS NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLET THE PRODUCTS, ANY SUBSCRIPTION AGREEMENT OR THIS MASTER AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF PROVIDER. Provider may sell, assign or transfer a Subscription Agreement and/or its rights in the applicable Products without notice to User. If Provider sells, assigns or transfers a Subscription Agreement, or the right to receive any payments thereunder, the new owner will have the same rights or benefits Provider has now, but none of Provider's obligations under such Subscription Agreement and no obligations under the related SOW. User agrees that the rights of the new owner of any Subscription Agreement will not be subject to any claim, defense or setoff that User may have against Provider. In connection therewith, User agrees to acknowledge in writing any such assignment upon receipt of written notice thereof. No such assignee is responsible for any losses or damages caused by the installation or use of the Products, or from any other kind of loss while User is in possession of the Products. User agrees to indemnify and hold any such assignee harmless from any and all losses, claims, liabilities, demands and expenses whatsoever that may arise from User's use of the Products or from defects in the Products.

**FURTHER ASSURANCES:** User shall, at User's expense, from time to time execute and deliver such further documents and assurances and take such further actions as Provider may reasonably request (a) in order to carry out the intent and purposes of a Subscription Agreement or (b) to establish and protect Provider's title to the Products or the rights and remedies granted or intended to be granted in favor of Provider under the terms of each Subscription Agreement.

**SUCCESSORS; SURVIVAL:** This Master Agreement and each Subscription Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto. User's representations, warranties, indemnities and reimbursement obligations shall survive the termination,

cancellation or expiration of this Master Agreement and each Subscription Agreement.

**MISCELLANEOUS:** Each Subscription Agreement constitutes the entire agreement between Provider and User concerning the related Products. Each Subscription Agreement supersedes all previous and contemporaneous written and oral representations, understandings, purchase orders or agreements related to the subject matter thereof and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Acceptance of a Subscription Agreement by Provider may be subject, in Provider's absolute discretion, to satisfactory completion of a credit check. Use of Provider's maintenance services under the related SOW constitutes acceptance of a Subscription Agreement. The section and paragraph headings are included for ease of reference only and shall not govern the interpretation of any of the provisions hereof or thereof. The terms hereof and thereof may not be terminated, amended, supplemented or modified orally, but only by a written instrument. In case any provision in this Master Agreement or any Subscription Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Upon request, User agrees to provide Provider, and any assignee or potential assignee of Provider, with such documentation as Provider may request to evidence User's compliance with its obligations hereunder, including evidence of payment of all applicable taxes, and User's most recent annual financial statements (audited, if available) and its most current interim financial statements. User agrees that any delay or failure to enforce Provider's rights under a Subscription Agreement does not prevent Provider from enforcing any such rights at a later time.

**ORIGINAL DOCUMENT; FAXED AND COPIED DOCUMENTS:** The parties agree that the original of a Subscription Agreement for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy of the Schedule bearing (i) the original or a copy of either User's manual signature or an electronically applied indication of User's intent to enter into the Schedule and (ii) Provider's original manual signature. A PDF or facsimile copy of this Master Agreement with facsimile signatures may be treated as binding and enforceable and will be admissible as evidence of this Agreement between the parties.

**METHOD OF GIVING NOTICE:** Any notice required or authorized by this Master Agreement shall be given in writing and shall be delivered by personal delivery, e-mail transmission, overnight courier, or by certified or registered mail, and shall be deemed received: (i) on the date of personal delivery of facsimile or e-mail transmission (with confirmation of transmission), or (ii) on the next business day if delivered by overnight courier, or (iii) on the third business day if deposited into the United States mail. All notices to User shall be sent to [andrea.lennon@acps.k12.va.us](mailto:andrea.lennon@acps.k12.va.us). All notices to Provider shall be sent to [contracts@ctsi-usa.com](mailto:contracts@ctsi-usa.com)

**CHOICE OF LAW:** THIS MASTER AGREEMENT AND EACH SUBSCRIPTION AGREEMENT WILL BE

GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF VIRGINIA. USER CONSENTS TO EXCLUSIVE JURISDICTION IN THE STATE OR FEDERAL COURTS OF VIRGINIA. USER EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY.

THIS MASTER AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH PARTIES. EACH SUBSCRIPTION AGREEMENT IS NON-CANCELLABLE. USER

REPRESENTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS MASTER AGREEMENT ON ITS BEHALF HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY USER IN REGARDS TO THIS MASTER AGREEMENT.

USER SIGNATURE		PROVIDER SIGNATURE					
User Legal Name:	Alexandria City Public Schools <b>E-SIGNED by Andrea Lennon</b> on 2021-09-15 14:53:26 GMT	Corbett Technology Solutions, Inc.					
Signature	[Redacted]	Signature	<b>E-SIGNED by Robin Nishiyama</b> on 2021-09-14 20:06:33 GMT				
Print Name & Title	Adrea Lennon, Director of Procurement and General Services	Date	September 15, 2021	Print Name & Title	Robin Nishiyama, Director of Sales	Date	September 14, 2021

**SUBSCRIPTION AGREEMENT NO. 2022049**

**AGREEMENT:** This is a Schedule to that certain Master Subscription Agreement dated as of the 14th day of September, 2021 (the "Master Agreement"), by and between the User specified below and Corbett Technology Solutions, Inc. ("Provider") This Schedule, together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between User and Provider with respect to the equipment referenced herein (or on the attached Equipment Schedule), separate and distinct from any other Schedule entered into between User and Provider pursuant to the Master Agreement. User agrees to be bound by the terms of this Schedule, which includes the preprinted terms of the Master Agreement (as amended,) and agrees this Schedule shall constitute an "Subscription Agreement" as such term is used in the Master Agreement. In the event of a conflict between the terms of this Schedule and the terms of the Master Agreement, the terms of this Schedule shall control. Capitalized terms used herein shall have the same meaning as in the Master Agreement.

USER INFORMATION ("USER")			
Alexandria City Public Schools		1340 Braddock Place	
City	State	Zip	Phone
Alexandria	VA	22314	703-619-8000
EQUIPMENT LOCATION			
Address		User Tax Exempt Number	
[REDACTED]		69-05-30096	
City	State	Zip	
Alexandria	VA	22302	
SUBSCRIPITON TERM AND PAYMENT SCHEDULE			
Initial Term in Months	Monthly Payment (plus taxes)	User Remedy Percentage	
[REDACTED]	[REDACTED]	[REDACTED]	
Insert Project SOW here...			
USER SIGNATURE		PROVIDER SIGNATURE	
User Legal Name Alexandria City Public Schools		Provider Name Corbett Technology Solutions, Inc.	
Signature E-SIGNED by Andrea Lennon on 2021-09-15 14:53:32 GMT		Signature E-SIGNED by Robin Nishiyama on 2021-09-14 20:06:37 GMT	
Print Name & Title: Andrea Lennon, Director of Procurement and General Services		Print Name & Title: Robin Nishiyama, Director of Sales	
Date September 15, 2021		Date September 14, 2021	



**MAINTENANCE SERVICE TIMES:** Maintenance services will be performed during Providers's standard working hours, 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday excluding holidays, unless otherwise specified herein. When requested, service may be performed after normal business hours, if service personnel are available, and will be charged at the then current overtime rates.

**PERSONAL INFORMATION:** User shall be data controller of its data at all times. User is responsible for managing its data and any access to its data. PROVIDER does not monitor what data User enters into, stores or processes on the Products. The parties acknowledge that the nature of the Services to be provided pursuant to this Services Addendum is not intended to grant Provider direct access to User Personally Identifiable Information. For the purposes of this provision, "Personally Identifiable Information" or "PII" means information which can be used to distinguish or trace an individual's identity-either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual. In the event Provider has access to PII (except for business contact information of the User and its representatives); such access will likely be incidental. User shall remain the controller of its PII at all times. To the extent Provider has incidental access to User PII, Provider agrees to use or disclose PII only: (a) in furtherance of or relating to performing the Services pursuant to this Services Addendum and the relevant Statement of Work; (b) pursuant to a lawful subpoena, service of process, or otherwise required or permitted by law; (c) as directed or instructed by User; or (d) with prior informed consent of the data subject about whom the PII pertains.

**ADDITIONAL AND OUT OF SCOPE SERVICES:** Any services not explicitly defined in this Services Addendum or in a statement of work attached hereto will be provided and priced on a per event basis. Examples include, but are not limited to; design, migration, managed services, architecture, etc. These services will be charged at current Provider rates.

**ACCESS AND FACILITY CONDITION:** User agrees to maintain, where required, a full time, dedicated internet and/or dial-up connection and to allow PROVIDER access to the Products via that connection. User agrees to allow Provider employees or subcontractors access to its facilities to perform under this Services Addendum. User agrees to allow Provider physical access to the Products. User agrees to allow Provider to load any necessary management software on their systems. User shall provide a clean operating environment, which does not exceed the manufacturer's rated temperature and humidity specifications for the Products.

**EXCUSABLE DELAYS:** Provider shall not be liable for delays in performance due to fire, flood, acts of civil or military

authority, or delays in obtaining suitable material or facilities required for performance. Provider shall not be liable for temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by User to provide full and appropriate access to the Products. Provider does not warrant that the operation of any Products shall be uninterrupted.

**EXCLUSIONS:** This Services Addendum is subject to the following exclusions: **a)** This Services Addendum does not include electrical work, or repair of damage resulting from operator error, accident, vandalism, electrical or environmental problems, or maintenance provided by other than authorized Provider representatives. Charge for the above will be on a time and materials basis. **b)** Service under this Agreement does not cover support due to configuration changes made by User or anyone other than authorized Provider representatives. Any service call placed for a problem caused by such configuration changes will be charged on a time and materials basis. **c)** Equipment moved from the location specified in the Schedule without the prior written consent of Provider may be serviced on a time and materials basis. **d)** Provider has the right to charge for any diagnostic time which determines that exhibited problems are a result of conditions external to the Products including, but not limited to; faulty hardware, electrical problems, operator error, misuse, changes in server or other configuration by User, telephone company line, network service provider connections, User provided network equipment, or environmental problems. Provider also reserves the right to charge for any support service requested which is determined not to have needed a support service call. **e)** Supplies and consumables including but not limited to lamps, and batteries. **f)** Provider is not responsible for Image Retention and/or Burn In on displays. **g)** This agreement excludes all additions, moves, changes or upgrades to the Products.

**TIME AND MATERIAL BILLING:** Rates for service not covered by this Agreement will be billed at Provider's then current standard rates.

**SOFTWARE, DATA AND PROGRAMMING ERRORS:** It is the responsibility of the User to ensure that all of its data files and programs are current and adequately backed up and that all necessary backup materials are available to Provider. This includes recovery media for software, current control system programming code and other software to be reloaded. Provider is not liable for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software, lost data including control system programming code. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-indexing databases, or reprogramming control systems will be billed separately on a time and materials basis.

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARD TO THIS AGREEMENT.

**NON-APPROPRIATION ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between Corbett Technology Solutions, Inc. ("we", "us", "our") and Alexandria City Public Schools ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 2022049 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	E-SIGNED by Andrea Lennon on 2021-09-15 14:53:43 GMT	Andrea Lennon, Director of Procurement and General Services September 15, 2021
	SIGNATURE	PRINT NAME & TITLE DATE
OUR SIGNATURE		
Corbett Technology Solutions, Inc.	E-SIGNED by Robin Nishiyama on 2021-09-14 20:07:12 GMT	Robin Nishiyama, Director of Sales September 14, 2021
	SIGNATURE	PRINT NAME & TITLE DATE



1340 Braddock Place  
Alexandria, Virginia 22314  
Telephone: 703-619-8000  
TTY: 711 (Virginia Relay)  
www.acps.k12.va.us

May 16, 2022

CORBETT TECHNOLOGY SOLUTIONS INC(11816)  
4151 LAFAYETTE CENTER DRIVE SUITE 700  
CHANTILLY, VA 20151

**Subject: Renewal of ACPS Contract #2022049  
Cabling and Low Voltage Systems Maintenance Serv**

@ACPSk12  
 /ACPSk12

**Superintendent**  
Dr. Gregory C. Hutchings, Jr.

To whom it may concern,

Alexandria City Public Schools would like to renew the above contract for an additional **one (1)** year term, beginning **8/23/2022** through **8/22/2023**. Please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to the contract specialist of record no later than **May 20, 2022**. There is **three (3)** renewal option remaining.

Warmly,

**School Board**

**Chair**  
Meagan L. Alderton

**Vice Chair**  
Jacinta Greene

**Members**

Willie F. Batley, Sr.  
Kelly Carmichael Booz  
Abdel-Rahman Elnoubi  
W. Christopher Harris  
Tammy Ignacio  
Michelle Rief  
Ashley Simpson Baird

E-SIGNED by Lorena Reyes  
on 2022-05-17 00:55:11 GMT

Lorena Reyes  
Contract Specialist

**Vendor agrees** to renew the contract for an additional one (1) year term at the same contract price in accordance with the terms and conditions of the subject contract.

E-SIGNED by Robin Nishiyama  
on 2022-09-22 22:23:48 GMT

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Vendor does not agree** to renew the contract for an additional one (1) year term.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**ACPS agrees** to renew the contract for an additional one (1) year term at the same contract price in accordance with the terms and conditions of the subject contract.

E-SIGNED by Dyanna McMullen

Authorized Signature: \_\_\_\_\_ on 2022-09-27 18:01:00 GMT

9/10/24, 12:25 PM

acps.k12.va.us Mail - Contract #2022049 Renewal Letter



Ramona Crawford <ramona.crawford@acps.k12.va.us>

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## Contract #2022049 Renewal Letter

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Matt Fitzgerald <mfitzgerald@pavion.com>  
To: Ramona Crawford <ramona.crawford@acps.k12.va.us>  
Cc: Robin Nishiyama <rnishiyama@pavion.com>

Mon, Sep 9, 2024 at 12:58 PM

CAUTION: This message is from outside of ACPS. Please use caution when clicking links in email, Never give out your ACPS password, or any other sensitive information via e-mail. Exercise caution when opening attachments or clicking links, especially from unknown senders and unexpected messages.

Ramona,

We will go with the proposed 3.1% as you detailed below.

Thank you,

Matt

---

From: Ramona Crawford <ramona.crawford@acps.k12.va.us>  
Sent: September06 2024 6:01 PM  
To: Matt Fitzgerald <mfitzgerald@pavion.com>  
Cc: Robin Nishiyama <rnishiyama@pavion.com>  
Subject: Re: Contract #2022049 Renewal Letter

**EXTERNAL EMAIL! Attention Pavion employee, the following message has originated from outside of our organization. DO NOT click links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.**

Hello,

9/10/24, 12:26 PM

acps.k12.va.us Mail - Contract #2022049 Renewal Letter

Happy Friday. After reviewing the requested price increase, we would like to present a counteroffer. We did not anticipate this increase and have not allocated funding for it. Therefore, we have based our counteroffer on the current CPI rate of 3.1%.

Please find our counteroffer below. We look forward to hearing from you.

Title	Current Rate	Pavion Proposed 3.7% Increase	ACPS Counter Offer 3.1% CPI
Lead Technician	\$109.72/hr	\$113.78/hr	\$113.12/hr
Programmer	\$146.30/hr	\$151.71/hr	\$150.83/hr
Trainer	\$141.87/hr	\$147.12/hr	\$146.26/hr
Net Engineer	\$146.30/hr	\$151.71/hr	\$150.83/hr
PM	\$141.87/hr	\$147.12/hr	\$146.26/hr
Helper	\$79.80/hr	\$82.75/hr	\$82.27/hr

On Tue, Sep 3, 2024 at 4:15 PM Matt Fitzgerald <mfitzgerald@pavion.com> wrote:

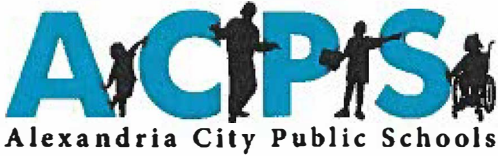
CAUTION: This message is from outside of ACPS. Please use caution when clicking links in email, Never give out your ACPS password, or any other sensitive information via e-mail. Exercise caution when opening attachments or clicking links, especially from unknown senders and unexpected messages.

Ramona,

I had sent to Yarazet (as I was directed).

I have not received a response yet.

Thank you,  
Matt



**CONTRACT AMENDMENT NO. 1**

**Amendment No. 1, to Contract No. 2022049, between the Alexandria City School Board (“ACSB”) dba Alexandria City Public Schools (“ACPS”), and Corbett Technology Solutions Inc. The date of this Contract Amendment No. 1, is August 31, 2022.**

**This Amendment hereby changes the fee schedule to add the following:**

- 1. A 7.5% CPI Hourly Rate increase

Documents incorporated herein by reference:

- 1. Corbett Technology Solutions Inc., letter dated August 29, 2022, subject: Extension for Alexandria City Public Schools RFP #1127 Contract

ACPS will pay all correct (as determined by ACPS) invoices within forty-five (45) days after receipt. Where there shall be any conflicts related to this term, this Agreement shall prevail. Payment shall not be made prior to delivery and acceptance of the products and/or services.

All other language in this Agreement remains unchanged. Except as amended and/or modified above, all the terms and provisions of the above Contract, and any prior amendments thereto, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties agree to the above Amendment and hereby sign such Amendment by their authorized representatives.

**ALEXANDRIA CITY PUBLIC SCHOOLS:**

By: E-SIGNED by Dyanna McMullen  
Dyanna McMullen, Director of Procurement & General Services  
on 2022-09-07 19:16:57 GMT

\_\_\_\_\_  
Attest/Witness/Date

**CORBETT TECHNOLOGY SOLUTIONS INC.**

By: E-SIGNED by Robin Nishiyama  
on 2022-09-07 19:09:13 GMT

\_\_\_\_\_  
Typed or Printed Name and Title



ENGAGE. INSPIRE. DELIVER.

4151 Lafayette Center Drive  
Suite 700  
Chantilly, Virginia 20151  
Tel: 703.631.3377  
Fax: 703.631.3396

August 29, 2022

Quote: #22117

Re: Extension for Alexandria City Public Schools RFP #1127 Contract

12-month term extension: 9/14/2022-9/13/2023

Hourly Rates adjusted per CPI rate of 7.5%:

- Lead Technician- \$106.42/hr.
- Programmer- \$141.90/hr
- Trainer- \$137.60/hr
- Net Engineer- \$141.90/hr
- PM- \$137.60/hr
- Helper- \$77.40/hr

All other terms and conditions to remain the same.

E-SIGNED by Dyanna McMullen  
on 2022-09-07 16:19:05 GMT

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

E-SIGNED by Robin Nishiyama  
on 2022-09-07 19:09:20 GMT

\_\_\_\_\_

CTSI Representative

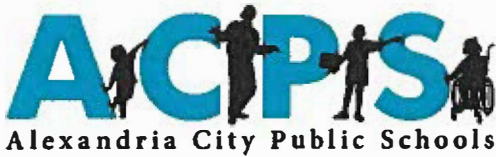
\_\_\_\_\_

Title

\_\_\_\_\_

Date





**CONTRACT AMENDMENT NO. 2**

**Amendment No. 2, to Contract No. [2022049](#), between the Alexandria City School Board (“ACSB”) dba Alexandria City Public Schools (“ACPS”), and Pavion Corp. (formerly Corbett Technology Solutions Inc). The date of this Contract Amendment No. 2, is August 24, 2023.**

**This Amendment hereby changes the fee schedule to add the following:**

- 1. A 3.1% Hourly Rate increase

Documents incorporated herein by reference:

- 1. Pavion Corp. letter dated August 7, 2023, subject: Extension for Alexandria City Public Schools Contract #2022049

ACPS will pay all correct (as determined by ACPS) invoices within forty-five (45) days after receipt. Where there shall be any conflicts related to this term, this Agreement shall prevail. Payment shall not be made prior to delivery and acceptance of the products and/or services.

All other language in this Agreement remains unchanged. Except as amended and/or modified above, all the terms and provisions of the above Contract, and any prior amendments thereto, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties agree to the above Amendment and hereby sign such Amendment by their authorized representatives.

**ALEXANDRIA CITY PUBLIC SCHOOLS:**

E-SIGNED by Dyanna S. McMullen

By: on 2023-08-28 15:59:26 EDT

Dyanna S. McMullen, Director of Procurement & General Services

Attest/Witness/Date

**PAVION CORP. (FORMERLY CORBETT TECHNOLOGY SOLUTIONS INC.)**

E-SIGNED by Robin Nishiyama

By: on 2023-08-24 17:27:25 EDT

Robin Nishiyama, Director of Sales

Typed or Printed Name and Title

August 7, 2023

Quote: #202308-24000

Re: Extension for Alexandria City Public Schools Contract #2022049

12-month term extension: 9/14/2023-9/13/2024

Hourly Rates adjusted per CPI rate of 3.1%:

Lead Technician- \$109.72/hr.

Programmer- \$146.30/hr

Trainer- \$141.87/hr

Net Engineer- \$146.30/hr

PM- \$141.87/hr

Helper- \$79.80/hr

All other terms and conditions to remain the same.

E-SIGNED by Dyanna S. McMullen  
on 2023-08-28 15:59:32 EDT

Client Signature

Director of Procurement and General Services

Title

Date

E-SIGNED by Robin Nishiyama  
on 2023-08-24 17:27:44 EDT

Pavion Representative

Director of Sales

Title

Date



**CONTRACT AMENDMENT NO. 3**

**Amendment No. 3, to Contract No. 2022049, between the Alexandria City School Board (“ACSB”) dba Alexandria City Public Schools (“ACPS”), and Pavion Corp. (formerly Corbett Technology Solutions Inc). The date of this Contract Amendment No. 3, is September 10, 2024.**

**This Amendment hereby changes the fee schedule to the following:**

1. Lead Technician, price increase to \$113.12/hr.
2. Programmer, price increase to \$150.83/hr.
3. Trainer, price increase to \$146.26/hr.
4. Net Engineer, price increase to \$150.83/hr.
5. PM, price increase to \$146.26/hr.
6. Helper, price increase to \$82.27/hr.

Documents incorporated herein by reference:

1. Pavion Corp. quote #202408-38871 dated August 21, 2024

ACPS will pay all correct (as determined by ACPS) invoices within forty-five (45) days after receipt. Where there shall be any conflicts related to this term, this Agreement shall prevail. Payment shall not be made prior to delivery and acceptance of the products and/or services.

All other language in this Agreement remains unchanged. Except as amended and/or modified above, all the terms and provisions of the above Contract, and any prior amendments thereto, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties agree to the above Amendment and hereby sign such Amendment by their authorized representatives.

**ALEXANDRIA CITY PUBLIC SCHOOLS:**

**PAVION CORP. (FORMERLY CORBETT TECHNOLOGY SOLUTIONS INC.)**

By: \_\_\_\_\_  
Dyanna S. McMullen, Director of Procurement & General Services

By: \_\_\_\_\_

\_\_\_\_\_  
Attest/Witness/Date

\_\_\_\_\_  
Typed or Printed Name and Title

August 21, 2024

Quote: #202408-38871

Re: Extension for Alexandria City Public Schools Contract #2022049

12-month term extension: 9/14/2024-9/13/2025

Hourly Rates adjusted per CPI rate of 3.7%:

Lead Technician- \$113.78/hr.

Programmer- \$151.71/hr

Trainer- \$147.12/hr

Net Engineer- \$151.71/hr

PM- \$147.12/hr

Helper- \$82.75/hr

All other terms and conditions remain the same.

\_\_\_\_\_  
Client Signature  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Pavion Representative  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

