



SOLICITATION INFORMATION SHEET

Dated: March 12, 2020

RE: RFP NO. 200032: Transportation Services for Douglas MacArthur Elementary School (DMES)
Commodity Code: 91896, 96182, 96216

To Whom It May Concern:

Alexandria City School Board dba Alexandria City Public Schools (ACPS) is seeking competitive responses from Offeror's to establish a contract for Transportation Services for Douglas MacArthur Elementary School in accordance with all terms and conditions as set out in this Request for Proposal (RFP). This solicitation is open to all vendors, however all Bidder qualification contained herein are required to be met in order to be considered for award of a Contract.

If you download this RFP from the ACPS website and intend to submit a proposal, you should notify the Procurement Office that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. ACPS is not responsible for any RFP obtained from any source other than ACPS.

All questions must be submitted before **1:00PM PM on March 20, 2020**. Questions shall be emailed directly to Angela.Queen@acps.k12.va.us. Please include "RFP 200032 Transportation Services" in the subject line. If necessary, an addendum will be issued and posted to the ACPS web site at www.acps.k12.va.us. Verbal questions shall not be allowed.

Pre-Proposal Conference Call is scheduled for Tuesday, March 17th, 2020 at 11:00am. A ShoreTel conference call has been created for this conference. Use the 7036198099 (Local dial in) to join the call and enter the following access code followed by # key. Participant code: 57802151

Bids must be received on or before **1:00 PM, April 13, 2020** for furnishing the services described herein. The time of receipt shall be determined by the time clock stamp in the Procurement Office and Vendor Self Service System.

Bidder(s) submitting electronic responses shall send one(1) original copy of the bid forms on USB to ACPS, 1340 Braddock place, Suite 620, Alexandria, VA 22314, Attn: Angela Queen, Buyer with "RFP 200032 Transportation Services" on the outside of the envelope on or before the due date and time. The time shall be determined by the timeclock in the financial system.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

ACPS reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informality in any proposal.

Inquires or information regarding procurement procedures can be sent via email to angela.queen@acps.k12.va.us.

Respectfully,

Angela Queen, VCA
Buyer

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FOR
TRANSPORTATION SERVICES

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SECTION 1. PURPOSE

ACPS is seeking responses from qualified Offeror's to this Request for Proposal (RFP) for the provision Transportation Services. ACPS invites any qualified Offeror to respond to this RFP by submitting a proposal for services consistent with the terms and conditions herein set forth. The vendor selected will be providing school bus services to elementary age public education students attending Douglas MacArthur Elementary School (DMES) while it operates in a Swing School location during construction of its new facility. Services will be determined by and coordinated with the ACPS Department of Facilities and Operations; specifically the Office of Pupil Transportation (OPT) and Office of Capital Programs, Planning & Design, and the Douglas MacArthur Elementary School (DMES) administration, throughout the contracted period. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND

Construction of the Douglas MacArthur campus will force students to use the SWING Site at the former Patrick Henry campus on Taney Avenue. The Office of Pupil Transportation is unable to support the planned bell schedule with the existing school bus fleet. This solicitation is to select a vendor capable of providing all transportation services for this school during the three school year construction process.

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 Buyer, Angela Queen at angela.queen@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 technical approaches and a detailed outline of the proposed process 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 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.
 4. Each Offer is to state whether or not: 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 the Parties 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 either or both entities. 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.
 5. Experience: a minimum of ten (10) years' experience is required in providing the services and/or items requested by this RFP. Each Offeror shall expand on all experience in working with school systems of similar size.
 6. Cost Proposal: The offeror should submit a **separate** cost proposal from their technical proposal, which shall include any proposed fees. Offerors should list areas of additional capabilities and services with rates for each service, if applicable.
 7. 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.
 8. The character, integrity, reputation, judgement, experience, efficiency and effectiveness of the Offeror.
 9. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 10. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases or services.
- C. Each Offeror should provide the names, address 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, contact person, title of contract, number of years in use and phone number.
- D. Also include any other materials you may want to submit as part of your proposal response.
- E. ACPS may request additional information, clarification or presentations from any of the Offerors after review of the proposals received.

- F. APCS has the right to use any or all ideas presented in reply to this RFP and the right to select different materials if it is in the best interest of ACPS.
- G. 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 charged to ACPS.
- H. 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.
- I. Each Offeror who is a stock or Non-stock 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).
- J. 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.

Upon notification of selection, the successful Offeror is **required to register on ACPS' Vendor Self-Service Registration System** at <https://acps.munisselfservice.com/> **AND** The City of Alexandria at <https://www.alexandriava.gov/purchasing/info/default.aspx?id=101875>

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. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure of a Bidder to comply may result in the rejection of its proposal.

Bid Contents: The following includes the minimum bid response documents that should be provided to ACPS:

- Vendor will provide a description of their concept of operation, including the location of its bus parking area, its operations and maintenance facility and its source of refueling as part of their bid submission. Employees in key leadership positions will be identified and a biography provided as part of the bid submission. There is no

expectation to have a per year cost escalation clause since this is solely for this short, three year period.

- ACPS Cost for the vendor to provide their services will be shown in the following categories and provided separately from the technical proposal:
 - a. Cost of home-to-school and school-to-home school bus services for the required minimum of fifteen (15) school bus routes.
 - b. Cost of home-to-school and school-to-home school bus services for each of the next five (5) school bus routes, resulting in twenty (20) total bus routes. This quantity will be used for cost comparison purposes as ACPS intended to provide this number of school bus routes.
 - c. Cost of home-to-school and school-to-home school bus services for each of the next five (5) school bus routes, resulting in twenty (25) total bus routes.
 - d. Cost of school-to-home school bus services related to After School Activities, shown in rate per mile of travel from DMES to the last neighborhood stop.
 - e. Cost of extracurricular field trips required by DMES, shown in rate per mile of travel from DMES to the field trip site and return to DMES.
 - f. Cost to provide home-to-school and school-to-home transportation services for students approved to receive transportation to attend DMES via programs which cannot be accommodated on existing school bus routes and are assigned to another mode of transportation. Cost of these services will be shown in a rate per mile of travel from home-to/from-DMES-to-home.
 - g. Cost to ACPS for the initial start-up activities noted in Payment for Services. This is a one time, whole dollar expense to ACPS.
 - h. Cost of providing a monitor on a bus route. Show separate per bus rates for 1-5 bus routes, 6-15 bus routes, 16-20 bus routes and more than 20 bus routes.
- Verification of Bonding Capacity (Payment & Performance Bond Letters)
- Exceptions to the Sample Contract, if any. Contractor must detail each section and the specific issue with the language of that section.

SECTION 5. PROJECT DESCRIPTION/SCOPE OF SERVICES

General Transportation Expectations: The following portion describes general expectations the selected vendor will be required to meet; please note that these will be in alignment with ACPS policy and procedures which are subject to change during the term of this contract. While the vendor may establish additional procedures or processes, the operation of school bus services in support of ACPS must be accomplished within these guidelines and expectations:

- School buses must be legal to operate in the State of Virginia. Buses must be either new or late model versions that have no more than 77 passenger capacity. While there may be occasions for the use of a student safety harness, there will be no Pre-kindergarten riders, thus there is no expected requirement for Integrated Child Seats or STAR seats envisioned. Each school bus must be air conditioned or heated to an acceptable temperature range of 65 to 80 degrees while students are aboard. Each bus must be equipped with interior cameras, from which digital video may be made available upon request by designated ACPS employee. The selected vendor must maintain confidentiality of any video taken on buses. Videos from the bus cameras must be maintained for 30 days and be produced and preserved upon request.
- School buses must be operated by vendor employees who are legal to drive a school bus in the State of Virginia, possessing the appropriate CDL and endorsements as well as having passed the required annual physical examination after July 1st of each year. Vendor drivers must be enrolled in the appropriate Drug & Alcohol Prevention Program.
- ACPS anticipates a minimum of fifteen (15) school bus routes will be required based upon the requirement that student ride times will be limited to no more than 30 minutes on the school bus, excluding up to 10 minutes of post dismissal loading time at the school in the afternoon.
- Students must be released from the bus at DMES between 15 and 30 minutes prior to the start of classes. Class start time is expected to be 8:30 AM.
- Student riders will have an assigned seat on each of the bus runs (AM & PM). Student seating assignments will not exceed 110% of the bus capacity rating. Seating charts will be updated as needed and at least monthly.
- The vendor must provide safe transport of all assigned students from their home address' neighborhood bus stop to school and from school to their home address' neighborhood bus stop or other approved afternoon destination location. Pickup and delivery points are not intended to be door to door nor curb to curb but rather to approved, safe locations which are adequately lighted, clearly described, have adequate space for the amount of students assigned to the specific bus stop, and are reasonably proximate so that students are encouraged to walk to their bus stops.
 - a. Students may not be scheduled to cross any arterial or divided street except at a crossing where automobile traffic is controlled by a lighted, timed pedestrian crossing device with at least 25 seconds allowed for crossing.
 - b. Vendor will route school buses to avoid the need for students to cross any multi-lane (3 or more) roadway, boulevard or any roadway with a speed limit exceeding 25 miles per hour during that student's walk from bus stop to/from their home address.
- Students in Kindergarten must be positively handed off to their designated responsible agent if the parent is not present at the delivery bus stop location. DMES staff members are considered to be an approved responsible agent at DMES. Names of up to three designated responsible agents will be provided to the vendor

by the DMES leadership or via the PowerSchool interface, if such interface has been established.

- a. If neither the parent nor any of the designated responsible agents meet the school bus at the appropriate bus stop location, the event must be reported to the OPT and to DMES and the driver must temporarily assign this student (and any siblings) to the front, passenger side bench seat of the bus.
 - b. At the completion of this bus run, regardless of other commitments, the driver must return this student to DMES and be met by an official of DMES who will assume custody of the student while parents are located.
 - c. This return to DMES will not be charged to ACPS as an additional service by the vendor.
- Missing students. If any student is reported as not arriving at their destination, the vendor must initiate a lost child protocol in cooperation with ACPS, Alexandria City Police and DMES. Such protocol involves a physical search of any school bus on which the student may have ridden (even if that bus has been parked for the evening) by the vendor. Meanwhile, a search of the DMES facility, and a search of the student's neighborhood or after school care facility will be conducted by DMES and/or APD. Communication between the vendor and ACPS including DMES and APD must be maintained until the student is found.
 - Students must be trained twice each school year on the emergency equipment and emergency exits that exist on their school bus in accordance with state and ACPS requirements. Initial training must be accomplished within 20 school days of the start of the school year, generally conducted by their bus driver.
 - a. School-wide evacuation training must be conducted by the end of October and again in the month of January subject to DMES scheduling conflicts. During these events, the vendor will provide sufficient number of school buses and drivers to conduct training and the opportunity to practice an emergency evacuation via the front and rear door emergency exits. Training will be planned to be accomplished by the vendor in a safe environment at DMES.
 - b. Individual school bus drivers may conduct additional front door emergency evacuations (modified for training) at DMES, if prior written notice is provided to the DMES leadership.
 - After school activities. DMES may offer after school activities to selected students on specific school days, generally Tuesdays, Wednesdays and/or Thursdays. Vendor will be responsible for providing school to home transportation services at the conclusion of these scheduled Activities, normally with a 5:00 pm load time.
 - Field Trips. DMES may have requirements for extracurricular events or activities during a school day. The vendor will be responsible for providing transportation services to these events. The vehicle and driver must be present and ready to load fifteen (15) minutes prior to the scheduled departure time. The vendor will be

responsible for developing an agreed upon process to coordinate the details of each field trip with DMES and determining which entity will arrange for and pay for transportation dependent charges such as parking and tolls.

- Weather or Emergency Events. In the event of a weather or emergency related change of the DMES operating schedule, ACPS will notify the vendor of the details of the event. Vendor will provide transportation services as dictated by the ACPS requirements.
 - a. Typical weather events result in either closing schools for the whole day or an early dismissal of 2 hours or a 2 hour delayed morning start time.
 - b. Typically an emergency situation would require school bus drivers to avoid the school or, if already there, would require the driver to follow the direction of the primary safety and security designee at the school site.

Period of Services: School bus route planning shall be finalized by the selected vendor in coordination with the designated ACPS staff by August 5, 2020 for all assigned students. Bus route planning will need to accommodate the daily fluctuations in enrollment experienced at the school and a formal process for addressing additional students will need to be included as part of the deliverable anticipated by August 5, 2020. Actual bus services will be provided from the first day of school on September 8, 2020 through the last school day in June of the 2022-23 school year. Upon the completion of construction the bus services procured through this RFP will be provided to the new school, located at 1101 Janney's Lane, on/about mid-January 2023 through the end of the school year, June 2023.

- Please note that the selected vendor will be required to make themselves familiar with ACPS policies and Virginia Department of Education (VDOE) requirements for public school transportation. Below is a description of work required of the selected vendor; however, this will not encompass all of the requirements stipulated by ACPS policies or the VDOE.

Student Population: Douglas MacArthur Elementary School (DMES) operates from grades K through grade 5. There will be approximately 700 students assigned to DMES. Preliminary student information will be provided upon award of the contract, pending a fully executed non-disclosure agreement or other similar document. Following the initial year, student information will be provided for each upcoming school year following the ACPS's rollover process in July. The selected vendor will work with ACPS's Technology Department to develop a data sharing structure that allows for student information to be uploaded to the vendor's routing system from PowerSchool, ACPS's student information database, and vice versa. If a student is approved to receive transportation to DMES by one of the below listed specialized transportation programs, any sibling also attending DMES becomes eligible for transportation along with that student. Vendor shall provide required transportation accommodations via school bus or may choose to provide specialized transportation in another mode depending on where the student's "home" address is located if that address cannot be served by a school bus stop/route.

- Typically, actual student assignment information is available to transportation service providers on/about July 15th.

- Typically there are some families whose children are approved to attend DMES via the McKinney-Vento or foster care designation/programs and may receive specialized transportation services (i.e. taxi service).
- Some families may attend DMES via the ACPS Capacity Reassignment program, which connotes that transportation is authorized.
- Some students may be identified as having specialized transportation requirements.
- Some students may be authorized temporary transportation services due to a condition approved by the 504 program manager. Such students may require specialized accommodations in order to ride their school bus.
- Vendor will be required to document daily trip information for any student receiving transportation in a mode other than an approved school bus route.

Facility: The Douglas MacArthur at Taney Avenue elementary school will operate in the previously named Patrick Henry Elementary School located at 4633 Taney Avenue, Alexandria, Virginia 22304. This facility has a school bus loading zone driveway separate from other traffic on the south side of the school site, entering from Taney Avenue at the east end of the bus lane. The bus lane is approximately 30 feet wide and extends approximately 460 feet. Please note that the school will share its site with another operational school for which start and dismissal times will be staggered by 30 minutes. Bus drop off and pick up areas will not be shared between the schools and the selected vendor will not be required to transport students associated with the other school. After construction, the new DMES will be located at 1101 Janney's Lane, Alexandria, VA 22302.

Management and Staffing: Vendor will provide for all necessary staff, management and maintenance support for their operation. Please also include as part of the staffing, pricing for bus monitors to be placed on a percentage or all of the buses.

Recruiting: Vendor is prohibited from hiring any current (as of June 2020) ACPS OPT employees without expressed written permission from ACPS. Vendor is responsible for interviews, selection and background checks of all bus drivers and other members of the vendor staff. Recruiting is the sole responsibility of the selected vendor. ACPS may review compensation for vendor hires supporting this effort upon request.

- School bus drivers must meet existing Virginia Department of Education standards for School Bus Drivers.
- Vendor employees in proximity with DMES students must meet Virginia and ACPS employment and security standards, including national background review by the FBI.

Communications: The following portion describes the types of communications the selected vendor will be responsible for; please note that these will be in alignment with ACPS policy and procedures which are subject to change during the term of this contract. All written communications between vendor and student families must be submitted first to ACPS designated staff for approval and necessary translation (Arabic, Amharic and Spanish) and the selected vendor will also be required to provide the school with communications in an electronic format suitable for use in an e-mail communication.

- Student rider expectations should align with ACPS's established Code of Conduct and will be approved by ACPS. These must be furnished to each DMES family prior to the start of each school year. Submit the proposed English version for review by ACPS prior to the end of May each year.
- Initial reports of student conduct while riding the school bus must be furnished to designated ACPS staff as soon as possible and in no case later than two (2) hours of the incident. Finalization of the report should be completed and submitted to designated ACPS staff no later than noon of the school day following the actual date of the reportable event.
- Any accident, collision or other physical incident involving a vendor's school bus in which students are on the school bus must be immediately reported to the City of Alexandria 911/EMS system, DMES leadership, the ACPS Security Office and to the ACPS OPT.
 - a. The initial report will identify the Bus #, the time of the event, the location of the event and the current location of the bus, the number of student riders on the bus, and the nature of the event.
 - b. The follow-up report must be filed within thirty (30) minutes of the event to the ACPS entities and provide the names of each involved student rider, point out any potential injuries, the names of any students released from the scene to EMS or other authorities, and any other related event information.
 - c. A formal after action report will be submitted to the OPT prior to the end of the second school day following the event. This report will fully explain the event and will include a copy of the applicable employee reports, an estimate of any repairs required, related photographs and related audio/visual recordings.
- Routine communications will be provided to both the OPT and DMES coordinator via telephone or email.

Reports: The following portion describes the types of reports the selected vendor will be responsible for; please note that these will be in alignment with ACPS policy and procedures which are subject to change during the term of this contract. The selected vendor will, during the course of the contract, provide ad hoc reports as requested on specified topics and will render the following recurring reports.

- State Reporting. Each October the State of Virginia requires that actual rider counts be conducted on every bus route during a specified week. The vendor will be notified of the selected week by the OPT.
 - a. The vendor will be responsible for collecting the rider count data for each bus run in the required format for each day of that week.
 - b. This report will be provided electronically in excel and pdf format to the OPT.

- **Bus Stops.** A list of potential bus stops will be provided prior to ACPS authorization to operate any bus run. The list will identify the description of each bus stop planned to be used on that run; the description should note the direction of bus path to help in determining which side of the street the stop is designed to be located.
 - a. ACPS OPT will evaluate these bus stops to ensure that stop locations are appropriate to use, considering past experiences and known safety considerations.
 - b. ACPS OPT will provide confirmation of approval to use these specific bus stop locations.

- **Bus Manifest and Path.** Each operating bus will have a manifest available to the driver for each assigned bus run on the route. ACPS may publish bus stop assignments for each student in the PowerSchool student record system which provides easy access by parents and staff.
 - a. The manifest will include the names of all students assigned to ride that bus, identified by the assigned bus stop (with location and time of departure) as well as turn-by-turn driving directions for the entire bus run, from bus parking site to DMES and back to the bus parking site.
 - b. Vendor drivers will adhere to the manifest path unless traffic diversions have been authorized.
 - c. Changes of bus stop times or locations on the run manifest must be provided to OPT and DMES at least 3 school days prior to the implementation of such changes. ACPS updates PowerSchool on Wednesdays in time for parents to see the changes effective on that Thursday morning.

- **Kindergarten Riders.** The vendor is required to document the status of each Kindergarten rider on every bus on a daily basis. These reports may be submitted electronically to OPT using a .pdf format.
 - a. The report will capture, by name and by AM or PM, whether the student rode the bus and confirm that the student was properly discharged to an authorized receiver or family member.
 - b. This report may be completed daily on a form that accounts for the whole operating month.
 - c. The report for each school bus must be electronically transmitted to the OPT by the 4th school day of the following month.

- **Child Check.** The vendor is required to document that each bus has been physically inspected to insure that no students are left on the bus at the end of each AM and PM bus run. This report may be completed daily on a form that accounts for the whole operating month. The report, using a .pdf format, for all buses must be electronically transmitted to the OPT by the 4th school day of the following month.

- Rider Count. The vendor is required to provide an Excel formatted report weekly which shows the number of actual riders on each daily bus run. This report is due electronically to the OPT by Wednesday of the following week.
- Vehicle Inspection. The vendor is required to provide a copy of their local reporting document that certifies that daily pre and post trip inspections have been accomplished for each bus run. This report, using a .pdf format, is due to the OPT electronically on the 5th school day of the following calendar month.
- Vehicle Maintenance. At any time, ACPS may request maintenance records of a particular vehicle including but not limited to, documentation of routine maintenance, such as brake checks, oil changes, VDOE required safety inspections, etc.
- Seating Charts. A seating chart for each bus run will be submitted to the OPT and DMES prior to the start of school and as appropriately changed or at least monthly.

SECTION 6. SUBMITTAL PROCEDURES

Only electronic responses via ACPS' Vendor Self Service website: <https://acps.munisselfservice.com/> will be accepted on or before the bid closing date and time. No paper copies allowed.

Bidder(s) submitting electronic responses shall send one(1) original copy of the bid forms on USB to ACPS, 1340 Braddock place, Suite 620, Alexandria, VA 22314, Attn: Angela Queen, Buyer with "RFP 200032" on the outside of the envelope on or before the due date and time. The time shall be determined by the timeclock in the financial system.

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

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

SECTION 7. EVALUATION CRITERIA.

ACPS uses the Adjective Rating System as the method of rating an Offeror's Proposal, supported with narrative statements which describe strengths and weaknesses associated with each aspect of a proposal in relation to the evaluation criteria. Adjectives such as Excellent, Good, Satisfactory, Marginal, and Unsatisfactory, are used to indicate the degree to which the Offeror's Proposal has met the standard for each factor evaluated. The narrative provides the additional information needed to make a reasonable and rational basis for the short list decision, if any are short listed.

Offeror's 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 above and those set forth below:

- a. The background and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with other organizations, and the quality of services and Vendor key personnel experience or customer service supplied. **(20 points)**
- b. Reasonableness/competitiveness of proposed pricing of services, and/or benefits to ACPS. Total three year contract bid cost including initial set up, operation of twenty bus routes, additional bus routes, rate per mile for field trips and activity runs. **(25 points)**
 - ACPS reserves the right to negotiate fees and/or benefits to ACPS with the selected Offeror(s)
- c. Thoroughness and definiteness of Scope of Work with explanation of technical approaches and services provided. **(25 points)**
- d. The Bidder's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP. **(5 points)**
- e. Past performance in providing these services and/or items required in this RFP to other organizations, including ACPS, if applicable. Information obtained during reference checks. **(10 points)**
- f. Practicality of Work Plan Methodology and draft schedule and whether the Offeror can provide the services and/or deliver the items in a prompt and timely manner, and respond to those services requested in an urgent or emergency manner. **(15 points)**

100 Total points

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 will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the 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, may occur **the week of April 27, 2020**.

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. 20-00-27 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 a Bidder 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 Bid 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. BID AND PRESENTATION COSTS

ACPS shall not be liable in any way for any costs incurred by any Bidder in the preparation of its Bid 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 bid by a bidder, 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 Bids 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 Bidder 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 Bidder who is a resident of Virginia.

SECTION 15. NO BID

If Vendor desires not to bid on the RFP, the Vendor should forward an acknowledgment of "No Bid" to the Procurement Office.

SECTION 16. BID WITHDRAWAL PROCEDURE

A Bidder may withdraw its Bid from consideration at any time prior to the bid opening by notifying the ACPS Director of Procurement in writing.

Subsequent to the commencement of the bid opening procedure, a Bidder may withdraw its Bid from consideration if the price bid was substantially lower than other Bids due solely to a mistake therein, provided:

- (i) that the Bid 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 Bid; 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 Bid sought to be withdrawn. Written notice of the Bid withdrawal must be provided by

the Bidder within two (2) Business Days of the conclusion of the bid opening procedure. By close of business on the second business day following the written notice of withdrawal, the Bidder must submit to the ACPS Director of Procurement all original work papers, documents, and materials used to prepare the Bid.

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 Bid 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 17. BID ACCEPTANCE

Submission of a signed Bid is certification by the respective bidder 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 18. EXAMINATION OF SOLICITATION DOCUMENTS

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

SECTION 19. 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 Transportation, invoice approved by the Transportations' 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. Services generally are as follows:

- August 2020: Upon completion of initial planning phase of first year operations, as evidenced by satisfactory production of written school bus route information (Bus #, bus stop locations and times to & from school) to all students and electronically to the OPT and the DMES leadership.

- School Year 2020-21: On a monthly basis based upon invoicing of operations of individual bus routes. First month of operation is September 2020.
- School Year 2021-22: On a monthly basis based upon invoicing of operations of individual bus routes. First month of operation is August 2021.
- School Year 2022-23: On a monthly basis based upon invoicing of operations of individual bus routes. First month of operation has not yet been determined between August or September 2022.
- Specialized transportation via the McKinney-Vento, Foster Care, SpEd, Capacity Reassignment or 504 programs may require another mode of transportation. Vendor will be reimbursed for providing specialized transportation services to these students on a per-day, per-direction of travel (to or from school) basis.
- Field Trips. Vendor will be reimbursed for actually completed field trips, based upon mileage and driver availability hours. Additional reimbursement may be authorized by DMES for parking and tolls while on the field trip. The cost proposal for this effort should be included in the proposal as an allowance based on mileage.
- After School Activities. Vendor will be reimbursed monthly for DMES required After School Activity runs. Invoice will clearly note the date, number of riders and mileage of each Activity run 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 20. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

If the bid by the lowest responsive and responsible bidder exceeds available funds, ACPS reserves the right to negotiate with the apparent low bidder pursuant to §2.2-4318 Code of Virginia, and the School Board Policy. The conditions and procedures under which such negotiation may be undertaken are that the Director of Procurement shall determine that the lowest responsive and responsible bid exceeds available funds and notify such bidder of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of ACPS, in the sole discretion of ACPS.

SECTION 21. 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. The 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 subVendor or vendor.

SECTION 22. 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 23. 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 subVendor 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 24. 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 25. 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 subVendors. 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 26. 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 effected 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 27. INDEMNIFICATION

The Vendor covenants for itself, its employees, and subVendors 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 and/or subVendors, 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 28. CONFIDENTIAL INFORMATION

The Vendor, and its employees, agents, and subVendors, 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 subVendors are informed of, and abide by, this requirement.

SECTION 29. 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 bidder, supplier, manufacturer, or subVendor 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 30. 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 31. FORCE MAJEURE

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 32. 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 33. INDEPENDENT VENDOR

The Vendor is an independent Vendor, and neither the Vendor nor its employees or subVendors 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 34. 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 35. 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 36. ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of ACPS.

SECTION 37. 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 38. 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 39. 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 40. 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 41. 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 42. 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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ATTACHMENT A
SAMPLE CONTRACT
FOR
TRANSPORTATION SERVICES FOR DOUGLAS
MACARTHUR ELEMENTARY SCHOOL

RFP NUMBER 200032



ALEXANDRIA CITY SCHOOL BOARD

dba

ALEXANDRIA CITY PUBLIC SCHOOLS

ALEXANDRIA, VIRGINIA

And

For

Transportation Services for Douglas MacArthur Elementary School

This Agreement (hereinafter “Agreement”) is made by and between the Alexandria School Board dba Alexandria 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 Transportation Services, RFP _____ (“Request for Proposals”);

WHEREAS, on _____, in response to the Request for Proposals, the Consultant submitted a proposal for the provision of Transportation Services; and

WHEREAS, on _____, the vendor was selected by ACPS provision Transportation 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:

1. The terms and conditions of this Agreement, including all written and properly executed modifications, amendments and change orders after execution of this Agreement by an authorized representative of the parties;
2. Exhibit A – The Original Bid Form from RFP NO. 200032, submitted and duly signed by the Vendor, dated _____ to include Surety Bond;
3. Invitation to Bid No. 200032, is hereby incorporated by reference;

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Agreement Documents, the terms and provision of this Agreement shall prevail over the other Agreement Documents.

The Agreement Documents set forth the entire Agreement between ACPS and the Vendor. ACPS and the Vendor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' Agreement which is not contained in the Agreement Documents. The Agreement Documents may be referred to herein as the "Contract" or "Agreement."

2. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The performance of the Vendor required by this Agreement is subject to the review and approval of the ACPS's Contracting Officer's Technical Representative (COTR), who shall be appointed by ACPS Superintendent or designee.

However, it shall be the responsibility of the Vendor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer".

ACPS has authorized the consultant identified below to act as ACPS's representatives for specific purposes, to perform specified duties and responsibilities, and to have the rights and authorities as assigned in connection with completion of the work in accordance with the Agreement Documents, until such time as ACPS may notify the Vendor otherwise:

3. SCOPE OF WORK

The Vendor will furnish all labor, materials, and equipment to provide installation of air conditioning retrofits into existing International CE school buses (the "Project") and all other work shown, described and required in the Agreement Documents (herein and after "the Work"). The Work shall be performed according to the standards established by the Agreement Documents read together as a single specification. It shall be the obligation of the Vendor to obtain clarification from the COTR concerning any questions about or conflicts in the specifications, drawings and construction notes in a timely way so as not to delay the progress of the Work. The Agreement Documents set forth the minimum Work estimated by ACPS and the Vendor to be necessary to complete the Work. It shall be the Vendor's responsibility, at solely the Vendor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Agreement Documents shall be construed to limit the Vendor's responsibility to manage the details and execution of its Work.

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. 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 two (2) 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.

6. 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.

Payment for services: After acceptance of the Contract, the successful vendor may invoice monthly for services completed. Services generally are as follows:

- August 2020: Upon completion of initial planning phase of first year operations, as evidenced by satisfactory production of written school bus route information (Bus #, bus stop locations and times to & from school) to all students and electronically to the OPT and the DMES leadership.
- School Year 2020-21: On a monthly basis based upon invoicing of operations of individual bus routes. First month of operation is September 2020.
- School Year 2021-22: On a monthly basis based upon invoicing of operations of individual bus routes. First month of operation is August 2021.
- School Year 2022-23: On a monthly basis based upon invoicing of operations of individual bus routes. First month of operation has not yet been determined between August or September 2022.
- Specialized transportation via the McKinney-Vento, Foster Care, SpEd, Capacity Reassignment or 504 programs may require another mode of transportation. Vendor will be reimbursed for providing specialized transportation services to these students on a per-day, per-direction of travel (to or from school) basis.
- Field Trips. Vendor will be reimbursed for actually completed field trips, based upon mileage and driver availability hours. Additional reimbursement may be authorized by DMES for parking and tolls while on the field trip. The cost proposal for this effort should be included in the proposal as an allowance based on mileage.
- After School Activities. Vendor will be reimbursed monthly for DMES required After School Activity runs. Invoice will clearly note the date, number of riders and mileage of each Activity run completed.

7. 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: cipinvoices@acps.k12.va.us

8. 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.

9. AUDIT

The Vendor agrees to retain all books, records and other documents related to this Agreement 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 term of this Agreement or after the Final completion. 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.

10. LIEN

It is expressly agreed that after any payment has been made by ACPS to the Vendor or to any subVendor, laborer, or any other person for work performed, or labor or material

supplied under the Agreement, ACPS will have a lien upon all material in the possession of the Vendor or any subVendor, which is to be delivered to ACPS in the performance of the Agreement.

11. PAYMENT TO SUBVENDORS

For each SubVendor, the Vendor shall take one of the following two (2) actions within seven (7) Days after it receives payment from ACPS under this Agreement:

- (i) pay the SubVendor its proportionate share of the total payment the Vendor received from ACPS that is attributable to the work performed and materials provided by the SubVendor; or
- (ii) notify ACPS and the SubVendor, in writing, of the Vendor's intention to withhold all or a part of the SubVendor's payment with the reason for nonpayment.

For each SubVendor, the Vendor shall pay interest to the SubVendor on all amounts the Vendor owes the SubVendor that remain unpaid after seven (7) Days following Vendor's receipt of payment from ACPS for work performed or materials provided by the SubVendor, except for amounts withheld from SubVendor and for which written notice was provided to ACPS and the SubVendor. Unless otherwise provided in these Terms and Conditions, interest shall accrue on said amounts at the rate of one percent per month.

The Vendor shall furnish to ACPS the names of all its SubVendors and lower tier sub-subVendors who are to perform any work or provide any materials in connection with this Agreement. The Vendor shall also furnish to ACPS federal employer identification numbers of such entities.

By appropriate agreement with each SubVendor, the Vendor shall require each SubVendor to include or otherwise be subject to the same payment and interest requirements with respect to its lower-tier subVendors.

12. FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, ACPS, after due oral or written notice to Vendor, may procure the goods or services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of material or supplies not conforming to the specification, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by ACPS. ACPS shall be entitled to offset such costs against any sums owed by ACPS to the Vendor.

13. UNSATISFACTORY WORK

If any work done, or materials, goods, or equipment provided, by the Vendor is unsatisfactory to ACPS, the Vendor shall, on being notified by ACPS in writing, immediately remove, at the Vendor's expense, such unsatisfactory work, material, goods or equipment and replace the same with work, material, goods, or equipment satisfactory to ACPS. In the event the Vendor fails to, within fifteen (15) calendar days after the receipt of written notice, correct improper or unsuitable work, material, goods or equipment, ACPS shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Vendor. This paragraph applies during the Agreement Period and during any warranty period. At its discretion, ACPS shall be entitled to offset

such expense against any sums owed by ACPS to the Vendor under this Agreement. If ACPS deems expedient not to require correction or replacement of the work which has not been done in accordance with the Agreement, an appropriate adjustment to price for the specific work performed, but not acceptable to ACPS may be made therefor.

14. TERMINATION

A. Termination for Convenience

The performance of work under this Agreement may be terminated by 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 Vendor of a written notice of termination at least fifteen (15) days before the effective date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective.

B. Termination for Cause

The Contract shall remain in force for Agreement Period and until ACPS determines that all of 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 Agreement Documents, including warranty and guarantee periods. However, ACPS shall have the right to terminate this Agreement sooner if the Vendor is in breach or default or has failed to perform satisfactorily the Work required, as determined by 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) business days before termination of the Agreement takes effect ("Cure Period"). If the Vendor fails to cure within the Cure Period or as otherwise specified in the notice, the Agreement may be terminated by ACPS. Upon such termination, the Vendor may apply for compensation for services satisfactorily performed by the Vendor, allocable to the Agreement and accepted by ACPS prior to such termination unless otherwise barred by the Agreement ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the ACPS 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 Vendor in writing of same within a reasonable time thereafter.

C. Termination for Breach and Default

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

Upon termination pursuant to paragraphs 17.B and 17.C of 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 Agreement, including costs for delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed by the Vendor. Such costs shall be either deducted from any amount due to the Vendor or shall be promptly paid by the Vendor.

15. 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 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 Vendor, supplier, manufacturer, or subVendor 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.

16. 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 Time for Completion specified in this Agreement. A contract entered into by a Vendor in violation of this requirement is voidable, without cost or expense, at the sole option of ACPS.

17. FORCE MAJEURE

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

18. ANTITRUST

By entering into this Agreement, 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 or services purchased or acquired by ACPS under this Agreement.

19. NON-DISCRIMINATION

During the performance of this Agreement, the Vendor agrees as follows:

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

- B. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- 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.

The Vendor will include the provisions of the foregoing paragraphs 18.A, 18.B, and 18.C in every subcontract of over \$10,000, so that the provisions will be binding on each subVendor or vendor.

20. DEBARMENT CLAUSE

The Vendor certifies that neither the Commonwealth of Virginia, nor any other jurisdiction within the United States, currently debars or prohibits them from offering the types of goods or services covered by this Agreement, nor are they an agent, employee or representative of any person or entity that is currently so debarred.

21. FAITH BASED ORGANIZATIONS

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

22. INDEMNIFICATION

The Vendor covenants for itself, its employees, and subVendors to save, defend, hold harmless and indemnify Alexandria City School Board, and all of its elected and appointed officials, officers, current and former employees, agents, departments, schools, boards, and commissions (collectively the “ACPS” for purposes of this section) 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 Vendor’s acts or omissions, including the acts or omissions of its employees and/or subVendors, in performance or nonperformance of the work called for by the Agreement Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If, after notice by ACPS, the Vendor fails or refuses to fulfill its obligations contained in this section, the Vendor 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 Vendor shall pay such expenses upon demand by ACPS and failure to do so may result in such amounts being withheld from any amounts due to Vendor under this Agreement.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Vendor covenants to save, defend, hold harmless, and indemnify ACPS, and all its officers, officials, departments, agencies, agents, and employees (collectively “ACPS”) from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands 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 Agreement, including its use by ACPS. If the Vendor, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that amounts paid under this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

24. 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 Vendor shall be maintained by the Vendor in a secure location

The Vendor 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 Seller from establishing a claim or defense in an adjudicatory proceeding. The Vendor shall require of its SubVendors similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

25. OWNERSHIP AND RETURN OF RECORDS

This Agreement confers no ownership rights to the Vendor nor any rights or interests to use or to disclose ACPS's data or inputs.

The Vendor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Vendor or its subVendors as a result of ACPS's request for services under this Agreement, are the exclusive property of ACPS ("Record" or "Records"), and all such Records shall be provided to and/or returned to ACPS upon completion, termination, or cancellation of this Agreement. The Vendor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Agreement without the written consent of ACPS. Additionally, the Vendor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Vendor, its subVendors, or other third parties; nor shall their contents be disclosed to any person other than the designated by ACPS individuals. The Vendor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Agreement shall be referred to ACPS for response. At ACPS's request, the Vendor shall deliver all Records to ACPS, including "hard copies" of computer records, and at the ACPS's request, shall destroy all computer records created as a result of the ACPS's request for services pursuant to this Agreement.

The Vendor agrees to include the provisions of this section as part of any contract or agreement the Vendor enters into with subVendors or other third parties for work related to work pursuant to this Agreement.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

26. ACPS EMPLOYEES

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

27. RELATION TO ACPS

The Vendor is an independent Vendor, and neither the Vendor nor its employees or subVendors will, under any circumstances, be considered employees, servants or agents of the 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.

28. CERTIFICATION REGARDING SEX OFFENSES

In accordance with Virginia state law, ACPS Purchasing Procedure DJF-1 requires any Vendor or his employees that will be in the presence of students during regular school hours or during school sponsored activities certify that he/she has not been convicted of any felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. <http://www.acps.k12.va.us/board/manual/djf.pdf>

The Vendor 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.

29. IMMIGRATION REFORM AND CONTROL ACT

The Vendor does not, and shall not during the performance of this Agreement; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

30. DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the ACPS Procurement Office for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Virginia Public Procurement Act, claims denied by the ACPS Procurement Office may be submitted to the ACPS Superintendent in writing no later than sixty (60) days after final payment. The time limit for final written decision by the ACPS Superintendent in the event of a contractual dispute, as that term is defined in the Virginia Public Procurement Act, is sixty (60) days. The Vendor shall not cause a delay in the Work pending any decision of the ACPS Procurement Office, Superintendent, Board, or a court of law.

31. 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 Vendor'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 Vendor's responsibilities or liability under the Agreement Documents.

32. 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 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

33. 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 VENDOR; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; and CONFIDENTIALITY.

34. VIRGINIA PUBLIC PROCUREMENT ACT AND ACPS POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Virginia Public Procurement Act or any applicable ACPS policy is waived in whole or in part.

35. NONEXCLUSIVELY 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.

36. 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.

37. 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 City of Alexandria, Virginia, and in no other court. In performing the Work under this Agreement, the Vendor shall comply with applicable federal, state, and local laws, ordinance and regulations.

38. ARBITRATION

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

39. HEADINGS/CAPTIONS

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

40. AMENDMENTS

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

41. INSURANCE, PAYMENT AND PERFORMANCE BONDS REQUIREMENTS

The Vendor shall maintain the required insurance coverage and payment and performance bonds through the completion of the Agreement, including all warranty and guarantee periods.

42. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

Unless otherwise provided herein, all notices and other communications required by this Agreement shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, (d) emailed addressed as follows:

Contact Information for the Vendor:

Contact Information for ACPS (Project Information)

Contact Information for ACPS (Legal Authorization)

Alexandria City Public Schools
Financial Services/Procurement Office
1340 Braddock Place, Suite 620
Alexandria, Virginia 22314
Attn: David Banks, Director of Procurement
Phone: (703) 619-8343
Fax: (703) 619-8090
Email: david.banks@acps.k12.va.us

43. FINAL AGREEMENT

The Agreement Documents represent the entire and integrated agreement between ACPS and the Vendor and supersede all prior negotiations, representations, or agreements, either written or oral, between ACPS and the Vendor 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 and Vendor.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CONSENTED and AGREED TO BY:

ALEXANDRIA CITY PUBLIC SCHOOLS

VENDOR NAME HERE

By: _____
[Dept. Executive]

By: _____
Signature of: Authorized Title Agent or
Principal

Date: _____

By: _____
Printed: Name of Principal or Agent

By: _____
David Banks, Director of Procurement

Date: _____

Date: _____



ATTACHMENT B
BID FORMS
FOR
Transportation Services for Douglas MacArthur
Elementary School

RFP NUMBER 200032



BID FORM

INVITATION TO BID NUMBER 200032

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. ALTERNATIVELY, A LETTER WHICH PROVIDES COMPLETE ANSWERS TO EACH OF THESE SECTIONS IS ACCEPTABLE.

THIS FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS BID PROPOSAL 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 BIDDER, OR THE RESPONSE MAY NOT BE CONSIDERED:

SUBMITTED BY:
(LEGAL NAME OF ENTITY)

PRINCIPAL PLACE OF BUSINESS:

TELEPHONE NO.

FAX NO.

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 BIDDER 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

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?

___YES___NO

BIDDER'S STATUS (PLEASE INITIAL ONE):

Small ___ Veteran Owned___ Minority Owned___ Woman Owned ___ None ___

CLAIMS/FINAL RESOLUTION/JUDGMENTS

___YES___NO

Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Bidder, 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

TERMINATION/FAILURE TO COMPLETE

___YES___NO

Has Bidder ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Bidder for any other reason failed to complete a project?

BREACH, DEFAULT, DEBARRED:

___YES___NO

Within the last five (5) years, has Bidder 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:

RELEASE FROM CONTRACT BID, BID OR AWARD:

___YES___NO

Has Bidder 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.

FAILURE TO EXECUTE A CONTRACT:

___YES___NO

Has Bidder 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:

BANKRUPTCY:

___YES___NO

Has Bidder 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 Bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Bidder 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 Bid I have submitted does contain trade secrets and/or proprietary information.

() No, the Bid 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 Bid 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 Bid 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 BID (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

Name and Title of Authorized Signatory

BID 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 Invitation to Bid No. 14-15-178. On behalf of the Bidder:

Certify that neither the Bidder 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 Bidder awarded a contract under this solicitation, and during the term of that contract prepares an invitation to bid or Invitation to Bid for or on behalf of ACPS, the Bidder agrees that it shall not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or Bidder information concerning the procurement which is not available to the public.

Affirm that the Bidder 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 Bidder 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 _____, 201_, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed above, appeared before me as an agent of the Bidder and acknowledged that he/she has executed the same for the purposes therein contained.

(Seal)

Notary registration number: _____

My commission expires: _____

BID FORM (CONTD.)
REFERENCES

List at least 3 references in which your company was awarded a contract in the last three (5) years. References should include items of similar scope and size for which your company has provided service.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representative's Name

Representative's Phone #

Representative's email address

(Signature of Offeror)

(Date)

BID FORM (CONTD.)
W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
 This form shall be uploaded as part of Vendor Self Service Registration

Form **W-9**
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. 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.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. 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.

**ATTACHMENT C – INSURANCE REQUIREMENTS
ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS
(ACPS)**

Vendor shall provide appropriate liability and collision insurance to replace or repair any transported school bus involved in a collision. ACPS will not be held responsible for any incurred damages sustained by involved parties.

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

Worker’s Compensation and Employers’ Liability

Required when Vendor has three (3) or more employees.

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&H coverage included.

Commercial General Liability

Required on all ACPS contracts.

\$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.

The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Vendors, 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.

Automobile Liability

Required on all ACPS contracts.

\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists.

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

Must include the following:

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

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

Property Coverage

Required when Vendors:

- 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.

Crime Policy

REQUIRED WHEN VENDOR:

- 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 Vendor'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.

Professional Liability/Errors & Omissions

Required when:

- A. Vendor must maintain a license or special degree.
 - B. Services require high level of expertise or knowledge in a particular field to require certification or licensing.
 - C. Law enforcement, Vendors.
- A and B services (above) typically include engineering and design services, architects, attorneys,

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.

Vendor's Equipment Floater: Provide coverage for Vendor'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.

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

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

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

C. Where applicable \$10M Law Enforcement Vendors. Coverage may be provided in the General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).

REQUIRED COVERAGES

LIMITS

(figures denote minimum limits required)

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.

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.

Garage Liability

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

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

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.)

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 Vendors 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.

Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.

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.

The Certificate(s) of Insurance shall state the RFP or ITB or Contract Number and Title.

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 above.

(Signature of Offeror)

(Date)



EXHIBIT A

CONSULTANT'S TECHNICAL AND COST PROPOSAL