



## Loudoun County Public Schools

Procurement Services

A Division of the Department of Business and Financial Services

21000 Education Court, Suite 301

Ashburn, Virginia 20148

**Telephone: 571-252-1270**

Fax: 571-252-1432

### PROPOSAL DOCUMENT INCLUDES:

- RFP #R16108 – STUDENT PLANNERS
- SPECIAL INSTRUCTIONS
- SCOPE OF WORK
- MATERIALS TO BE SUBMITTED
- EXCEPTIONS/PROPRIETARY INFORMATION SHEET
- REFERENCE FORM
- RIDER CLAUSE
- CERTIFICATION OF CONTRACTOR FORM
- STATE CORPORATION COMMISSION COMPLIANCE FORM
- 2016-2017 ESTIMATED ENROLLMENT
- GENERAL CONDITIONS AND GUIDELINES

### NOTE:

**MARK THE OUTSIDE OF THE PROPOSAL ENVELOPE:  
“LOUDOUN COUNTY PUBLIC SCHOOLS: RFP#R16108  
STUDENT PLANNERS”**

**ALL INTERESTED COMPANIES (INCLUDING VENDORS ON  
THE CURRENT CONTRACT) MUST RESPOND TO THIS RFP.  
THE CURRENT CONTRACT EXPIRES FEBRUARY 29, 2016  
AND CANNOT BE RENEWED.**



**Friday, January 8, 2016**

**LOUDOUN COUNTY PUBLIC SCHOOLS**  
Ashburn, VA 20148

TO WHOM IT MAY CONCERN:

Loudoun County Public Schools is extending a Request for Proposal to your company. We hope that you will consider entering a proposal. The information necessary to submit a proposal is here within contained.

**RFP #R16108**  
**STUDENT PLANNERS**

**PROPOSAL RECEIPT DATE:** Friday, February 5, 2016

**PROPOSAL RECEIPT TIME:** 2:00 P.M. LOCAL PREVAILING TIME

**PROPOSAL RECEIPT LOCATION:** Procurement Services  
Loudoun County Public Schools  
21000 Education Court, Suite 301  
Ashburn, VA 20148  
ATTN: Andrea Philyaw, Procurement Director

Pursuant to and in compliance with this document and its enclosures hereinafter referred to as the Contract Documents for: RFP #R16108 STUDENT PLANNERS; the undersigned, having become thoroughly familiar with the terms and conditions of this document and with the local conditions which may affect performance and costs, hereby proposes and agrees to furnish all services hereinafter specified, and to fulfill the intent of this agreement in accordance with this document as interpreted by Loudoun County Public Schools. The proposer hereby designates as his office to which correspondence shall be delivered.

Company Name: \_\_\_\_\_

Federal Identification Number or Social Security Number: \_\_\_\_\_

Authorized Agent (TYPED NAME): \_\_\_\_\_

Signature (**IN BLUE INK**): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number/Toll Free(if available): \_\_\_\_\_ Extension \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

VA SCC Number: \_\_\_\_\_

LOUDOUN COUNTY PUBLIC SCHOOLS  
REQUEST FOR PROPOSAL #R16108  
STUDENT PLANNERS

SPECIAL INSTRUCTIONS

1. PURPOSE

The Loudoun County Public Schools will receive sealed proposals for Student Planners to be purchased by Loudoun County Public Schools. The intent is to establish contracts with multiple responsible firms from whom Student Planners can be obtained. The information necessary to submit a proposal is here within contained.

2. SUBMISSION OF PROPOSALS

Mail or deliver bids to:

Procurement Services  
Loudoun County Public Schools  
21000 Education Court, Suite 301  
Ashburn, VA 20148  
Attention: Andrea Philyaw, Procurement Director

3. This document, in its entirety, constitutes the Proposal Form. Different forms of this proposal will NOT be accepted. Each vendor shall submit a proposal, using the form provided in this solicitation. **Addenda may occur prior to bid closing. It is the vendor's responsibility to check the website listing frequently to ensure that all solicitation information is complete and accurate.** Upon award, this document in its entirety including any forms or addenda shall be referred to as the contract. FIVE (5) copies (ONE ORIGINAL AND FOUR (4) COPIES) limited to a maximum 50 sheets, front and back, of the proposal, including any other documents required by the RFP, should be submitted in a sealed envelope marked:

**"LOUDOUN COUNTY PUBLIC SCHOOLS: RFP#R16108  
STUDENT PLANNERS"**

4. The Procurement Office will mark the proposals as to the date and time received. It is the sole responsibility of the vendor to ensure that his proposal reaches the Procurement Office by the designated date and hour. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
5. Proposals will be received until **2:00 P.M. on Friday, February 5, 2016** in the Procurement Office, 21000 Education Court, Suite 301, Ashburn, VA, 20148. **NO LATE PROPOSALS WILL BE ACCEPTED.**
6. Proposals must be signed in blue ink by a person authorized to act on behalf of the offeror.
7. Requests for additional information or clarification of specifications should be directed in writing to: Sybil H. Snee, Senior Procurement Specialist, Loudoun County Public Schools, 21000 Education Court, Suite 301, Ashburn, VA, 20148 or faxing to 571-252-1432 or sending an e-mail to [lcpspurchase@lcps.org](mailto:lcpspurchase@lcps.org). Requests for information should be received no later than five (5) business days before the proposal due date.
8. CONTRACT AWARD

- 8.1 Loudoun County Public Schools does not discriminate against faith-based organizations.
- 8.2 The Loudoun County Public Schools reserves the right to reject any and all proposals received and to waive technicalities in any proposal if in its judgment the best interest of the Loudoun County Public Schools will be served.
- 8.3 Loudoun County Public Schools shall award this contract to fully qualified vendors whose proposals are determined to be best suited, taking into consideration price, capability, acceptability, and availability of the service. LCPS intends to approve multiple vendors.

## 9. CONTRACTOR PERFORMANCE

- 9.1 If the contractor fails to either perform within the time specified, or within a reasonable time, or fails to perform satisfactorily in accordance with the specifications, the Loudoun County Public Schools may take appropriate action to satisfy the contract. Any cost incurred in excess of the contract amount may be back charged to the original contractor. Should the difference be less, the original contractor shall have no claim to the difference. Additionally, the original contractor may be prohibited from bidding for a period of one year.
- 9.2 All firms doing business in Loudoun County are required to be licensed in accordance with the County "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Office of Commissioner of Revenue telephone 703-777-0260.
- 9.3 During the performance of the contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 9.4 The contractor shall be responsible for meeting all Federal, State, and local codes pertaining to this contract.
- 9.5 Contractor agrees that the pricing offered is equal to or less than prices offered on other contracts with similar terms and conditions.

## 10. INSURANCE REQUIREMENTS & INDEMNIFICATION

- 10.1 Contractor shall be responsible for its work, services, or products and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description in connection therewith. Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in connection with the work, services, and products, and for damage or injury to property or persons, wherever located, resulting

from any action, omission, commission or operation connected in any way whatsoever with Contractor's work, services, and products.

- 10.2 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of work, services, and products, the insurance coverages, limits, and endorsements described hereunder. Required insurance coverages must be acquired from insurers with an A.M. Best Rating of A- or better, licensed to conduct business in the Commonwealth of Virginia, and acceptable to LCPS.
- 10.3 Subcontractors' and Suppliers' Liability Insurance—Contractor's provision of work, services, and products shall not be construed as creating any contractual relationship between any subcontractors or suppliers and LCPS. Contractor shall be as fully responsible to LCPS for the work, services, and products of its subcontractors and suppliers and persons employed by subcontractors and suppliers as it is for acts and omissions of persons directly employed by Contractor.
- 10.4 Certificates of Insurance—**Contractor shall provide these insurance requirements to their insurance agent/broker for review** and processing of an original, signed Certificate of Insurance showing evidence of coverages and that Loudoun County Public Schools is the Certificate Holder. Emailed electronic scans of the original certificate from Contractor's insurance representative will be accepted. The certificate shall be filed with the **LCPS Procurement Office, Sybil Snee, Senior Procurement Specialist, 21000 Education Court, Ashburn, VA 20148 prior to the provision of work, services, or products.**

NOTE: Certificates of insurance shall comply with the provisions of Section 38.2-518 of the Code of Virginia, 1950 as amended. Virginia code impacting Virginia agents/brokers issuance of certificates of insurance went into effect July 1, 2012.

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

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

- Workers' Compensation Insurance—Virginia Statutory Benefits
- Employers' Liability Insurance—\$1,000,000 each accident and each employee
- Commercial General Liability Insurance—\$1,000,000 each occurrence and on an annual aggregate "per project" basis. Coverage shall name Loudoun County Public Schools as an Additional Insured and shall include coverages, not limited to, Products/Completed Operations, Independent Contractors, Contractual Liability, and Cross Liability.
- Business Automobile Liability Insurance—\$1,000,000 combined single limit each occurrence. Coverage shall include liability for Owned, Non-Owned, and

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

- Professional (Errors and Omissions) Liability Insurance with a minimum limit of \$1,000,000 per claim to cover the negligence, wrongful acts, errors, or omissions for Contractor's professional services and legal liability. It is preferred that the coverage be on an occurrence basis.

- 10.6 Additional Insured Status—Contractor agrees the liability insurance coverages as specified herein for Contractor's work, services, or products shall be endorsed to include LCPS as an Additional Insured. The Additional Insured status shall be provided with endorsements providing equal or broader coverage for Designated Person or Organization; Owners, Lessees, or Contractors; and Contractor's Products-Completed Operations (your work) whether required by, or in the absence of, a written contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured shall read "Loudoun County Public Schools, its officers and employees."
- 10.7 Notice of Cancellation, Non-Renewal, or Material Change in Coverage— Contractor shall provide a new certificate prior to any change, renewal, or cancellation date. There shall be no cancellation, non-renewal, material change, or potential exhaustion of aggregate limits of insurance coverages without forty-five (45) days written notice by Contractor or its insurer. LCPS shall have the right, but not the obligation, of prohibiting Contractor from providing work, services, or products until a new Certificate of Insurance evidencing the replacement coverage is provided to LCPS.
- 10.8 Right to Revise or Reject—LCPS reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, based on the insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, or to reject any insurance policies which fail to meet the criteria stated herein.
- 10.9 No Representation of Coverage Adequacy. The coverages, limits, or endorsements required herein protect the primary interests of LCPS, and Contractor agrees in no way shall these required coverages be relied upon when assessing the extent or determining appropriate types and limits of insurance coverage to protect Contractor against any loss or risk exposures herein or otherwise.
- 10.10 Indemnification—To the fullest extent permitted by law, Contractor agrees to save, defend, keep harmless and indemnify Loudoun County Public Schools and all of its officials, agents, volunteers, and employees from and against any and all claims, lawsuits, liabilities, losses, damages, injuries, costs (specifically including reasonable litigation costs, attorney's fees and defense costs of third party claims), charges, and exposures, caused in whole or in part by the negligent acts, errors, omissions, or breach of the applicable standard of care resulting from or arising out of, or in any way connected with, the provision of work, services, or products required herein by Contractor, Supplier, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable. LCPS reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall continue in full

force and effect until Contractor completes the provision of the required work, services, or products, except that indemnification shall continue for all products or completed operations after final acceptance of the work, services, or products by LCPS. Contractor agrees that this indemnification and hold harmless shall include claims involving infringement of patent or copyright. This section shall survive Contractor's provision of work, services, or products, and the purchase of insurance by Contractor shall in no event be construed as a fulfillment or discharge of the obligations set forth in this section. LCPS is prohibited from indemnifying and holding harmless Contractor and/or any third parties. Nothing herein shall be construed as a waiver of LCPS' sovereign immunity under law.

## 11. PERIOD OF CONTRACT

- 11.1 The period of this contract will be for one year from the date of the award.
- 11.2 Loudoun County Public Schools reserves the option to extend the award for a year at a time for a period not to exceed a total of five (5) years. Loudoun County Public Schools and the contractor must mutually agree on the extension of the contract. The extension of the contract will be based on price, service capability, product availability and appropriation of funds.
- 11.3 After the completion of the first term and annually thereafter awarded firms may submit a request for a price adjustment to the LCPS Procurement Office. Any request for an increase must include justification, and requires the written approval of the Procurement Director. If the decision is not to approve the request, the firm has the option to withdraw from the contract at the end of the then current contract period.
- 11.4 Upon mutual agreement with the contractor, LCPS may exercise the option to extend this contract for a period not to exceed one (1) additional contract year beyond the four (4) renewals provided in the original contract.

## 12. CONTRATOR CERTIFICATION

- 12.1 Effective July 1, 2007, the Code of Virginia was amended to require that prior to awarding a contract for services to be provided in the presence of students, Loudoun County Public Schools will require the Contractor to certify that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- 12.2 A 'Certification of Contractor' form is included with this document and must be completed prior to the awarding of a contract or issuing of a purchase order/payment. Failure to complete this certification accurately may result in your contract/agreement being revoked without recourse against the Loudoun County Public Schools.
- 12.3 If you have any questions concerning this law and its requirements on School Boards in Virginia, please feel free to contact Ms. Andrea Philyaw at 571-252-1270 or [andrea.philyaw@lcps.org](mailto:andrea.philyaw@lcps.org).

13. COMPETITION INTENDED

- 13.1 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
- 13.2 In signing this proposal, vendors are certifying that this proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, supplies, equipment and/or services, and is in all respects fair and without collusion or fraud.

**THE AMERICANS WITH DISABILITIES ACT**

**IF, DUE TO A DISABILITY, YOU NEED ASSISTANCE TO ENABLE YOU TO PARTICIPATE MEANINGFULLY IN THE PROPOSAL PROCESS, PLEASE CONTACT ANDREA PHILYAW, AT 571-252-1270 AT LEAST FIVE (5) WORKING DAYS PRIOR TO THE PROPOSAL DUE DATE.**



**LOUDOUN COUNTY PUBLIC SCHOOLS  
REQUEST FOR PROPOSAL #R16108  
STUDENT PLANNERS**

**SCOPE OF WORK**

**1. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a firm fixed delivered contract(s) for the acquisition of Student School Planners for elementary, middle, and high school students within Loudoun County Public Schools (LCPS) in accordance with the terms and conditions identified herein. Planners shall be paper, hard-copy format only. No electronic versions will be accepted. It shall be the individual school principal's sole decision as to which firm shall provide the school's Student Planners from year to year. It is the intent of LCPS to approve multiple vendors.

Located in Ashburn, Virginia, Loudoun County Public Schools is one of the fastest growing districts in the nation and the third largest school division in the Commonwealth of Virginia. Loudoun's 88 public schools offer more than 75,000 students an educational program that ranks with the best in Virginia and the nation. The projected enrollment at each school for the 2016-2017 school year is included in this document. One elementary school will open in the fall of 2016.

**2. BACKGROUND**

LCPS has determined that it is advantageous to establish central contracts that can be used by individual schools. This centralized process provides flexibility for each school to determine with which firm it desires to do business. It is also believed that this process is more equitable to student planner firms as they will only have to submit one rather than multiple proposals.

**3. OBJECTIVES**

- To establish a contract(s) for Student Planners that provides for the highest quality planners for LCPS students at the best price.
- To provide for flexibility in managing contracts by centralizing the procurement process and establishing contracts for all LCPS students.

**4. SERVICE REQUIREMENTS**

4.1 Loudoun County Public Schools includes 57 elementary schools, 15 middle schools, 15 high schools, one vocational school, and one alternative school. LCPS intends that the successful contractors shall provide any and all supervision, labor, materials, equipment, documentation, training, technical support and supplies necessary to provide Student School Planners as requested by schools in Loudoun County in accordance with the following minimum specifications, performance requirements, and all terms and conditions herein. Offerors are required to address each of the recommended requirements listed below:

- 4.1.1 Contractor shall provide planners that are dated following the LCPS' academic year.

- 4.1.2 Contractor shall provide planners in various sizes, to include but not limited to: 8 ½" x 11", 5" x 7", and 7" x 9".
- 4.1.3 Contractor shall provide, in the technical proposal, a technical description of the materials used in each product offered. Said description shall include, but is not limited to, standard number of pages included in each planner (not including handbook pages), paper/card stock/cover stock weights, types of printing (i.e. full color, black and white), description of binding materials, etc.
- 4.1.4 Contractor shall incorporate a school handbook into each planner, if requested. Number of handbook pages shall be unlimited.
- 4.1.5 Contractor shall provide the option to have school-specific events pre-printed on the calendar on the dates that they are scheduled to occur (i.e. report cards, interims, assemblies, etc.)
- 4.1.6 Contractor shall accept and process camera-ready pages or alternate on-line method.
- 4.1.7 Contractor shall provide typesetting for the handbook or an alternate on-line method.
- 4.1.8 Contractor shall provide copies of the handbook separately in addition to the handbooks that are included in the student planners, if requested.
- 4.1.9 Contractor shall provide a variety of supplemental educational resource materials to include, but not limited to: maps, math measurement/conversions/equations, periodic table of elements, etc.
- 4.1.10 Contractor shall provide a variety of optional resource items to include, but not limited to: assignment pages, building maps, bookmarkers, stickers, communications logs, page finders, divider tabs, rulers, hall passes, inside pouches and pockets.
- 4.1.11 Contractor shall provide free formatting of all handbooks. Online uploading of cover artwork, camera-ready title page and handbook manual is desirable with customization of calendar pages.
- 4.1.12 Contractor shall provide a teacher's edition planner.
- 4.1.13 Contractor shall provide a variety of supplemental materials for teacher edition planners to include, but not limited to: lesson plans, seating charts, etc.
- 4.1.14 Contractor shall provide a variety of front and back covers. **No color charge for white or black.**
- 4.1.15 Contractor shall provide a variety of camera-ready covers which may be personalized (i.e. typeset with school name and mascot) upon request.
- 4.1.16 Contractor shall provide custom-designed, laminated front and back covers.
- 4.1.17 Contractor shall provide a customized Loudoun County Public Schools' clear, concise, order form and quote sheet. Said order form shall include: description of item(s), **unit cost**, quantity requested, extended cost, quantity or incentive discounts, materials due dates, as applicable, vendor and school contact information. Any required minimum order restrictions on pricing should be clearly noted. Contractor shall provide same order form/quote sheet with the technical proposal.

4.1.18 Contractor shall provide dedicated experienced representative(s) to Loudoun County Public Schools. Representatives shall collaborate with school personnel on a regular basis to provide support and answer questions regarding production and financial matters pertaining to the individual services required.

4.1.19 The contractor shall provide a local and/or a toll free telephone number and email address, and shall respond to request/phone calls within two (2) business days.

**4.1.20 All shipping charges shall be included in the firm fixed delivered unit prices. No extra charges shall be added.** Delivery shall be made to the location indicated on each purchase order. Orders will be shipped within twelve weeks of order receipt to individual school locations.

## **5. QUALITY TESTING**

5.1 Samples of various school planners may be requested at any time during the course of this contract or prior to award.

## **6. WARRANTY**

6.1 The firm must guarantee its planners' materials and construction.

6.2 The firm must guarantee to replace at no charge any planner not received as ordered.

6.3 The firm must allow for quantities to be ordered post the initial order. Please specify minimum quantity.

6.4 The firm must guarantee that the design, style, esthetic character, construction, and technical details of the planners will conform with the samples provided and the specifications contained in this RFP.

## **7. PRICING**

7.1 The subsequent contract shall be a firm fixed price contract.

7.2 All prices shall be F.O.B. Destination and shall include all charges incurred in fulfilling the terms of this contract.

7.3 No discounts for early order or multiple year contracts will be accepted for planners.

7.4 Principals may only sign a contract for one school year at a time.

## **8. QUANTITIES**

8.1 No minimum or maximum quantities are guaranteed.

## **9. TAXES**

9.1 All taxes, state and federal, if applicable, will be included in the quoted prices and will be paid by the firm.

## **10. EVALUATION OF PROPOSALS**

- 10.1 A Selection Committee (the Committee) has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals based on the information provided with the proposal, the ability of the firm to perform, past performance, ability to meet time requirements, understanding of the work to be performed, and pricing reasonableness.
- 10.2 All firms are required to provide sufficient information in their proposals to permit evaluation by the Committee as follows:
- Quality of Proposal - Succinct and orderly quality of the written presentation. To be limited to a maximum of 50 sheets, front and back.
  - Knowledge and understanding of issues addressed in the statement of work. The proposal will be judged based on thoroughness, objectivity, soundness and insight.
  - Quality of sample.
  - Personnel - Work experience of key personnel and adequacy of time commitments of key personnel.
  - Pricing
- 10.3 Proposals that, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable." Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 10.4 Ownership of all data, materials, and documentation originated and prepared for LCPS pursuant to the RFP shall belong exclusively to LCPS and be subject to inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted shall be clearly marked as such. If marked as proprietary, a statement as to the reason why protection is necessary must be included.

**11. MATERIALS TO BE SUBMITTED:**

Five copies (one original and four copies) of written proposal, maximum 50 sheets total front and back, to include:

- 1) Cover sheet of RFP (page 2), completed and signed
- 2) Sample Order form
- 3) Pricing Structure, clearly noted on the sample order form.
- 4) Completed Reference page
- 5) Completed Certification of Contractor form
- 6) Completed Rider Clause
- 7) Completed Exceptions/Proprietary Information sheet
- 8) Certificate of Insurance, per the guidelines in Section 10 of the Special Instructions, is required to be submitted with proposal.
- 9) W-9

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**One sample each of 8 ½” x 11,” 7” x 9,” and 5” x 7” standard planner offered for all three levels: elementary, middle, and high school (9 total samples). Samples are due with offeror’s proposal.**

**10) At least one of the samples submitted shall have a full color photograph cover. Samples shall also include a two color cover, in addition to white and black, one and two color calendar designs, samples of hall passes, school map, pockets, rulers, and divider tabs. **Samples shall be clearly marked/identified with the company name.****

**11) In addition to the five proposal copies requested above, vendors shall submit (1) redacted copy of their proposal, which shall render the proposal free of any proprietary information. The redacted copy shall be clearly marked as such.**

**If no items are identified as proprietary, only five copies are required.**

PROPOSAL EXCEPTIONS/PROPRIETARY INFORMATION

Any exceptions from the proposal conditions must be noted on this page. If no exceptions are noted, it will be our understanding that the vendor is in agreement with the preceding proposal conditions.

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**Proprietary Information:** *(please check one):*

**This proposal submission includes (1) redacted copy (proprietary information removed).**

**This proposal contains no proprietary information.**

Vendor Name: \_\_\_\_\_

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

## Reference Form

Names, addresses and telephone numbers of persons who may be contacted for reference. We would be especially interested in references from schools or counties for which you have performed similar services.

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3.

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4.

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5.

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**Loudoun County Public Schools and the Metropolitan Washington Council of Governments  
Rider Clause**

USE OF CONTRACT(S) BY JURISDICTIONS LISTED BELOW AND INCLUDING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

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

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

YES NO JURISDICTION

- \_\_\_ \_\_\_ Alexandria, Virginia
- \_\_\_ \_\_\_ Alexandria Public Schools
- \_\_\_ \_\_\_ Alexandria Sanitation Auth.
- \_\_\_ \_\_\_ Arlington Co. Virginia
- \_\_\_ \_\_\_ Arlington Co. Public Schools
- \_\_\_ \_\_\_ Bladensburg, Maryland
- \_\_\_ \_\_\_ Bowie, Maryland
- \_\_\_ \_\_\_ Charles Co. Public Schools
- \_\_\_ \_\_\_ Clark Co. Public Schools
- \_\_\_ \_\_\_ College Park, Maryland
- \_\_\_ \_\_\_ Culpeper County, Virginia
- \_\_\_ \_\_\_ Culpeper Co. Public Schools
- \_\_\_ \_\_\_ District of Columbia
- \_\_\_ \_\_\_ District of Columbia Courts
- \_\_\_ \_\_\_ D. C. Public Schools
- \_\_\_ \_\_\_ D. C. Water & Sewer Auth.
- \_\_\_ \_\_\_ Fairfax, Virginia
- \_\_\_ \_\_\_ Fairfax Co., Virginia
- \_\_\_ \_\_\_ Fairfax Co. Public Schools
- \_\_\_ \_\_\_ Fairfax Co. Water Auth.
- \_\_\_ \_\_\_ Falls Church, Virginia
- \_\_\_ \_\_\_ Falls Church City Public Schools
- \_\_\_ \_\_\_ Fauquier Co., VA Schools & Gov.
- \_\_\_ \_\_\_ Frederick Co. MD
- \_\_\_ \_\_\_ Frederick Co. MD Public Schools

YES NO JURISDICTION

- \_\_\_ \_\_\_ Frederick Co. VA Public Schools
- \_\_\_ \_\_\_ Gaithersburg, Maryland
- \_\_\_ \_\_\_ Greenbelt, Maryland
- \_\_\_ \_\_\_ Herndon, Virginia
- \_\_\_ \_\_\_ Leesburg, Virginia
- \_\_\_ \_\_\_ Loudoun Co. Virginia
- \_\_\_ \_\_\_ Loudoun Co. Sanitation Auth
- \_\_\_ \_\_\_ Madison Co. Public Schools
- \_\_\_ \_\_\_ Manassas, Virginia
- \_\_\_ \_\_\_ City of Manassas Public Schools
- \_\_\_ \_\_\_ Manassas Park, Virginia
- \_\_\_ \_\_\_ Manassas Park City Schools
- \_\_\_ \_\_\_ MD-National Capital Park & Planning Comm.
- \_\_\_ \_\_\_ Maryland Dept. of Trans.
- \_\_\_ \_\_\_ Metropolitan Washington Airports Authority
- \_\_\_ \_\_\_ Metropolitan Washington Council of Governments
- \_\_\_ \_\_\_ Montgomery College
- \_\_\_ \_\_\_ Montgomery Co. MD
- \_\_\_ \_\_\_ Montgomery Co. Public Schools
- \_\_\_ \_\_\_ Northern VA Comm. College
- \_\_\_ \_\_\_ OmniRide
- \_\_\_ \_\_\_ Orange Co. Public Schools

YES NO JURISDICTION

- \_\_\_ \_\_\_ Page Co. Public Schools
- \_\_\_ \_\_\_ Potomac & Rappahannock Trans. Commission
- \_\_\_ \_\_\_ Prince George's Co. MD
- \_\_\_ \_\_\_ Prince George's Public Schools
- \_\_\_ \_\_\_ Prince William Co., Virginia
- \_\_\_ \_\_\_ Prince William Co. Public Schools
- \_\_\_ \_\_\_ Prince William Co. Service Authority
- \_\_\_ \_\_\_ Rappahannock Co. Public Schools
- \_\_\_ \_\_\_ Rockville, Maryland
- \_\_\_ \_\_\_ Shenandoah Co. Public Schools
- \_\_\_ \_\_\_ Spotsylvania Co. Schools
- \_\_\_ \_\_\_ Stafford Co. Virginia
- \_\_\_ \_\_\_ Stafford Co. Public Schools
- \_\_\_ \_\_\_ Takoma Park, Maryland
- \_\_\_ \_\_\_ Upper Occoquan Service Auth.
- \_\_\_ \_\_\_ Vienna, Virginia
- \_\_\_ \_\_\_ Virginia Railway Express
- \_\_\_ \_\_\_ Warren Co. Public Schools
- \_\_\_ \_\_\_ Washington Metropolitan Area Transit Auth.
- \_\_\_ \_\_\_ Washington Suburban Sanitary Comm.
- \_\_\_ \_\_\_ Winchester, Virginia
- \_\_\_ \_\_\_ Winchester Public Schools

COMPANY NAME (PLEASE PRINT): \_\_\_\_\_

AUTHORIZED SIGNATURE NAME (PLEASE PRINT): \_\_\_\_\_

AUTHORIZED VENDOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_





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

**School Year 2016-2017**

**CERTIFICATION OF CONTRACTOR**

**Full Name of Contractor:** \_\_\_\_\_  
*Insert name of company or individual contractor*

**Description of Contract:** \_\_\_\_\_

**Contract # (if applicable):** \_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

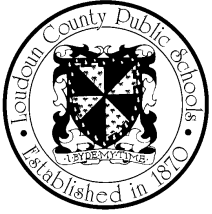
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name and Title of Person Making Certification**

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_



**RFP # \_\_\_\_\_**  
**LOUDOUN COUNTY PUBLIC SCHOOLS**  
**DEPARTMENT OF BUSINESS & FINANCIAL SERVICES**  
**PROCUREMENT DIVISION**  
21000 Education Court, Suite #301  
Ashburn, VA 20148  
Phone (571) 252-1270 Fax (571) 252-1432

**Compliance with Virginia Law for Transacting Business in Virginia.**

The undersigned hereby agrees, if this Bid/Offer is accepted by LCPS, for such services and/or items that the undersigned has met the requirements of the Virginia Public Procurement Act § 2.2-4311.2.

Please complete the following by checking the appropriate box:

A.  Bidder/offeror is a corporation or other business entity with the following Virginia SCC identification number: \_\_\_\_\_.

B.  Bidder/offeror is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

C.  is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's/offeror's out-of-state location) **-OR-**

D.  is an out-of-state entity that is including with this bid/offer an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

E.  Check this box if you have not completed any of the foregoing options but currently have pending before the VA SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (LCPS reserves the right to determine in its sole discretion whether to allow such waiver). Attach proof of application.

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

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**Loudoun County Public Schools: 2016-17 School Year**  
September 30, 2016 Projected Enrollment

<u>School</u>	<u>Total</u>	<u>K</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>PS</u>	<u>ST</u>	<u>HS</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Aldie Elementary	137	18	14	22	30	27	25	1									
Algonkian Elementary	498	62	88	69	78	108	88	5									
Arcola Elementary	911	115	169	145	154	160	144	24									
Ashburn Elementary	707	88	125	89	123	126	138	18									
Ball's Bluff Elementary	644	82	91	112	112	105	123	19									
Banneker Elementary	163	22	40	24	18	27	30	2									
Belmont Station Elementary	735	97	100	113	139	137	138	11									
Buffalo Trail Elementary	1306	159	233	241	216	197	194	36	30								
Cardinal Ridge Elementary	927	124	172	142	157	155	169	8									
Catoctin Elementary	522	87	62	96	83	81	97	16									
Cedar Lane Elementary	753	78	126	116	131	121	119	32	30								
Cool Spring Elementary	578	87	69	94	110	89	102	27									
Countryside Elementary	738	114	130	108	132	121	106	27									
Creighton's Corner Elementary	827	115	152	157	141	135	121	6									
Discovery Elementary	907	118	151	137	179	160	138	24									
Dominion Trail Elementary	727	97	122	130	132	113	111	22									
Emerick Elementary	489	65	74	93	75	95	85	2									
Evergreen Mill Elementary	911	107	121	134	161	166	165	27	30								
Forest Grove Elementary	587	80	127	88	90	95	86	21									
Frances Hazel Reid Elementary	694	82	112	97	122	132	130	19									
Frederick Douglass Elementary	743	98	131	114	115	129	108	18	30								
Guilford Elementary	562	97	103	86	98	93	81	4									
Hamilton Elementary	162	22	28	25	27	30	27	3									
Hillside Elementary	776	97	109	118	147	146	151	8									
Horizon Elementary	660	79	87	130	120	117	109	18									
Hutchison Farm Elementary	723	106	101	122	120	139	130	5									
John W. Tolbert, Jr Elementary	709	111	113	102	111	122	148	2									
Kenneth W. Culbert Elementary	429	52	45	73	69	92	97	1									
Leesburg Elementary	563	83	97	90	98	93	100	2									
Legacy Elementary	1095	132	182	176	188	204	189	24									
Liberty Elementary	1023	155	152	204	166	173	170	3									
Lincoln Elementary	131	17	23	22	16	28	23	2									
Little River Elementary	757	85	111	121	123	126	146	45									
Lovettsville Elementary	551	79	91	95	74	112	94	6									
Lowes Island Elementary	636	77	110	116	109	131	90	3									
Lucketts Elementary	315	37	48	53	68	58	51										
Madison's Trust Elementary	770	123	153	121	135	119	94	25									
Meadowland Elementary	457	55	62	83	73	77	76	1	30								
Mill Run Elementary	966	109	128	195	174	183	173	4									
Moorefield Station Elementary	898	114	150	164	152	153	138	27									
Mountain View Elementary	560	72	90	84	89	89	94	42									
Newton-Lee Elementary	715	93	69	122	114	159	139	19									
Pinebrook Elementary	892	120	144	160	164	148	152	4									
Potowmack Elementary	641	79	118	110	96	115	103	20									
Rolling Ridge Elementary	662	89	101	111	101	97	101	2	60								
Rosa Lee Carter Elementary	914	97	163	175	158	157	163	1									
Round Hill Elementary	551	75	69	66	106	111	99	25									
Sanders Corner Elementary	607	78	108	90	121	96	106	8									
Seldens Landing Elementary	802	98	139	127	153	138	144	3									
Sterling Elementary	485	73	77	78	76	79	80	5		17							
Steuart W. Weller Elementary	772	85	123	136	134	136	125	3	30								
Sugarland Elementary	541	96	85	86	102	71	71	15		15							
Sully Elementary	497	89	65	73	87	84	68	1	30								
Spoclin Creek Elementary	773	91	131	132	144	151	112	12									
Waterford Elementary	145	17	22	27	28	29	22										

**Loudoun County Public Schools: 2016-17 School Year**

September 30, 2016 Projected Enrollment

<u>School</u>	<u>Total</u>	<u>K</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>PS</u>	<u>ST</u>	<u>HS</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Hillsboro Charter Academy	101	10	26	14	26	16	9										
Middleburg Community Charter	115	19	17	25	30	13	11										
Belmont Ridge Middle	1160										402	386	372				
Blue Ridge Middle	965										310	315	340				
Eagle Ridge Middle	1492										477	550	465				
Farmwell Station Middle	1072										351	376	345				
Harmony Middle	1063										353	349	361				
Harper Park Middle	1053										346	364	343				
J. Lupton Simpson Middle	1034										348	341	345				
J. Michael Lunsford Middle	1519										485	505	529				
Mercer Middle	1859										620	643	596				
River Bend Middle	1165										372	423	370				
Seneca Ridge Middle	1025										339	342	344				
Smart's Mill Middle	1098										348	385	365				
Sterling Middle	1040										369	331	340				
Stone Hill Middle	1736										623	594	519				
Trailside Middle	1207										398	383	426				
Briar Woods High	1691													486	429	409	367
Broad Run High	1630													378	404	415	433
Dominion High	1518									17				364	366	400	371
Freedom High	1854													493	520	454	387
Heritage High	1426								30					332	347	365	352
John Champe High	1813													538	472	450	353
Loudoun County High	1428													350	339	379	360
Loudoun Valley High	1353													340	330	348	335
Park View High	1558													367	359	434	398
Potomac Falls High	1677													417	408	441	411
Riverside High	1309													430	380	296	203
Rock Ridge High	1672									17				544	471	358	282
Stone Bridge High	1626													422	342	409	453
Tuscarora High	1561									17				415	404	351	374
Woodgrove High	1601									17				406	383	401	394
<b>LCPS Total</b>	<b>78665</b>	<b>4806</b>	<b>5849</b>	<b>6033</b>	<b>6295</b>	<b>6364</b>	<b>6103</b>	<b>708</b>	<b>300</b>	<b>100</b>	<b>6141</b>	<b>6287</b>	<b>6060</b>	<b>6282</b>	<b>5954</b>	<b>5910</b>	<b>5473</b>

K - Kindergarten; PS - Preschool Special Education; ST - Starting Towards Excellence in Preschool Program; HS - Head Start Preschool Program

**Loudoun County Public Schools  
ASHBURN, VIRGINIA**

**REVISED March 15, 2010**

**GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS**

(Vendor: The General Conditions and Instructions to Offerors that follow apply to all purchases by Loudoun County Public Schools (LCPS), through the Purchasing Division and become a definite part of each formal solicitation, purchase order, or other award issued by the Purchasing Division, unless otherwise specified.

Offerors and/or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting an offer. Failure to do so will be at the offeror's own risk, and an offeror cannot secure relief from the conditions on the plea of error.)

Subject to all applicable laws, ordinances, policies, resolutions, regulations, and all limitations imposed thereby, offers on all solicitations issued by the Purchasing Division will bind offerors to the conditions and instructions herein set forth unless otherwise specified in the solicitation.

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

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

**SPECIFICATIONS**

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

3. a) BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the Invitation to Bid (IFB) or Request for Proposal (RFP), the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make, or manufacturer named. Such a brand name conveys the general style, type, character and quality of the article desired, and any article which LCPS, in its sole discretion, determines to be the equal of

that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended shall be accepted.

b) SECRETS OR PROPRIETARY INFORMATION- Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) **identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.**

4. FORMAL SPECIFICATIONS-When an IFB or RFP indicates that it is a "formal specification" (no substitute), or otherwise states that the article specified, and no other, shall be provided, then the offeror shall furnish the article in strict conformity with the specification and may not offer a purported equal or substitute. The offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission. The offer shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever a specification requires articles, materials, or workmanship to conform to laws, ordinances, regulations, building codes, underwriter laboratory standards, ASTM standards, or similar law or standards, the specification shall be construed to require at least the minimum acceptable standard allowed by the cited law or standard under the circumstances unless otherwise indicated.

### BID PROCESS

5. TIME FOR RECEIVING BIDS-Bids received prior to the time of opening will be securely kept unopened. The Purchasing Agent or a representative whose duty it is to open them will decide when the specified time has arrived, and no bid in a procurement by competitive sealed bidding received thereafter will be considered, unless the Purchasing Agent determines, in his or her sole discretion, that delay in receipt of the bid until after the specified time was the fault of LCPS, the bidder could not have obtained any undue advantage because of the delay, and consideration of the bid would not compromise the integrity of the bid system. No responsibility will be attached to the Purchasing Agent or representative for the premature opening of a bid not properly addressed, received, and identified.

6. BIDDERS PRESENT-In procurements by competitive sealed bidding, at the time fixed for the opening of sealed bids, their contents will be made public for the information of bidders and other interested parties, who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly and remain available for inspection in the Office of the Purchasing Agent during regular business hours by bidders prior to award (unless a determination is made not to make an award) and by the general public after an award is made. The Purchasing Division will provide each bidder a notification of award.

#### PLEASE NOTE:

Proposals submitted in response to Requests for Proposal are not opened publicly and are negotiated contracts. The Purchasing Division will release the names of those submitting proposals after the time for receipt of proposals has passed.

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

8. WITHDRAWAL OF BIDS-A bidder may withdraw his/her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake, as opposed to a judgment mistake, and 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 a bid, which can be clearly shown by objective evidence drawn from inspection of original working papers, documents and materials used in the preparation of the bid sought to be withdrawn. The following procedure shall be used to request withdrawal of a bid, other than for a public construction contract:

(a) Requests shall be submitted and delivered to the Purchasing Agent or his/her representative in writing.

(b) A bidder shall give notice in writing of his/her claim of right to withdraw his/her bid within ten business after notice of intent to award or notice of award, whichever occurs first.

(c) Requests shall include all objective evidence as to why the bidder contends his/her bid meets the above criteria for withdrawal due to mistake, including without limitation, originals of work papers.

(d) The Superintendent shall decide whether the bid may be withdrawn on contracts of less than \$100,000. On contracts of \$100,000 or more the School Board will make the determination. A decision denying withdrawal of a bid shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by instituting legal action as provided in Section 2.2-4364B of the Code of Virginia.

(e) If a bid is withdrawn under the authority of this section and the solicitation is not cancelled, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to or perform any contract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

9. ERRORS IN BID-When an error is made in extending the total prices, the unit bid price will govern. Erasures on hardcopy bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible errors. Errors discovered after public opening cannot be corrected, and the bidder will be required to perform if his bid is accepted, unless the bidder successfully withdraws its bid in accordance with paragraph 8, Withdrawal of Bids.

10. BIDDERS INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one person, by or in the name of their clerk, partner, firm, or corporation, all such bids may be rejected. A contractor who has quoted prices on work or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, material or supplies.

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

### AWARD

12. RESPONSIBLE BIDDER-In determining the responsibility of a bidder, the following criteria will be considered:

(a) The ability, capacity and skill of the bidder to perform the contract or provide the services required: whether they can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

(b) The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder.

(c) The quality of performance on previous contracts.

(d) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.

(e) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

(f) The quality, availability, and adaptability of the goods or services to the particular use required.

- (g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- (h) The number and scope of the conditions attached to the bid.
- (i) Whether the bidder is in arrears on a debt or contract or is in default on a security to LCPS or whether the bidder's county taxes or assessments are delinquent.
- (j) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract.
- (k) If the bid from the lowest responsible, responsive bidder exceeds available funding, negotiations may be conducted with the apparent low bidder to obtain a contract price within available funds.

13. NOTICE OF AWARD/CONTRACT DOCUMENTS-A written award furnished to the successful bidder shall be deemed to result in a contract binding on the bidder. To the extent they are included in or incorporated by the solicitation, the following documents are hereby incorporated in and shall form a part of the resulting contract:

- (a) LCPS Solicitation, Award Notice, and other documents which may be incorporated by reference, if applicable.
- (b) General Conditions and Instructions to Offerors.
- (c) Special Provisions.
- (d) Pricing Schedule.
- (e) Any Addenda/Amendments.
- (f) Purchase Order.
- (g) No awardee of any Loudoun County Public School's contract shall issue a press release or in any other way advertise their contract with Loudoun County Public Schools without the express written permission of Loudoun County Public Schools.

14. TIE BIDS-In case of a tie bid, preference shall be given to County and State bidders in that order; otherwise the tie shall be decided by lot.

Please note: Consistent and continued tie offerings could cause rejection of offers by LCPS and/or investigation for Anti-Trust violations.

15. PROMPT PAYMENT DISCOUNT-For purposes of entitlement to any prompt payment discount offered by a bidder:

- (a) The date from which LCPS has to pay will be upon delivery to LCPS, inspection, and acceptance by LCPS, or receipt of a correct invoice by the office specified by LCPS.
- (b) If the bidder does not specify a time within which payment is to be made for its prompt payment discount to apply, then the time shall be thirty (30) days.
- (c) Payment shall be deemed made as of the date of mailing of the LCPS check to the vendor.

16. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the Prompt Payment Discount paragraph, inspection and acceptance shall be accomplished only after



examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

### **CONTRACT PROVISIONS**

**Cooperative Procurement:** As authorized in Section 2.2-4304 of the Code of Virginia, if applicable, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor. Upon notification of award, vendors will be issued a rider clause that is to be completed by the contractor and returned within ten days of notification of award.

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

(a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the School Board for convenience or cause, or upon termination by Contractor for material breach by LCPS.

(b) Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

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

19. **TERMINATION OF CONTRACT FOR CAUSE-**

(a) The School Board may, by written notice of termination to the Contractor specifying a termination date at least five days thereafter, terminate this contract for cause in whole or in part if the Contractor (1) fails to deliver the goods or perform the services this contract requires within the time this contract specifies, or (2) fails to perform any of its other obligations under this contract or violates any provision of this contract.

(b) If this contract is terminated for cause, the Purchasing Agent may require the Contractor to transfer title and deliver to LCPS, as directed by the Purchasing Agent, any completed or partially completed goods and documents, data, studies, surveys, drawings, maps, models and reports ("deliverables") prepared by the Contractor under the contract. LCPS shall pay the contract price for such completed goods and deliverables. The Contractor and Purchasing Agent shall agree on the amount of payment for partially-completed goods and deliverables the School Board requires the Contractor to transfer and deliver to it. If the parties fail to agree, then the Contractor may present a claim to LCPS for its reasonable costs for the partially-completed goods and deliverables. Costs recoverable shall be limited to those that, as determined in LCPS discretion, are reasonable, allocable, and allowable. Such costs in no event shall exceed the contract price for the goods and deliverables if completed.

(c) Notwithstanding the above, the Contractor shall not be relieved of liability to LCPS for damages sustained by LCPS by virtue of any breach of contract by the Contractor for the purpose of setoff until such time as the exact amount of damages due to LCPS from the Contractor is determined.

(d) If the School Board terminates this contract for cause when cause, in fact, does not exist, then the termination shall for all purposes be deemed a termination for convenience under this contract, and the termination for convenience clause shall apply for all purposes.

(e) If Contractor properly terminates this contract for material breach by LCPS, Contractor's damages shall be limited to the amounts recoverable by Contractor for a termination for convenience.

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

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

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

23. NONDISCRIMINATION-During the performance of this contract the Contractor agrees as follows:

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

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(d) The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

24. SMALL BUSINESS AND MINORITY BUSINESS ENTERPRISES-

(a) It is the policy of LCPS to undertake every effort to increase opportunity for utilization of small businesses and minority businesses in all aspects of procurement to the maximum extent feasible.

(b) In connection with the performance of this contract, the Contractor agrees to use his/her best effort to carry out this policy and ensure that Small Businesses and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

(c) As used in this contract, the term "Small Business" means a business concern which, regardless of ownership or control, (1) does not exceed fifty (50) employees, (2) gross annual income does not exceed two (2) million dollars, (3) is independently owned and operated (not subsidiary of another firm), and (4) is not dominant in its field of operation.

(d) As used in this contract, the term "Minority Business" means a business concern which is operated and controlled by a minority. The term "operated and controlled" shall mean that the managerial staff of the business concern is comprised of minority persons, sufficient in ratio and gross earnings to

demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, directly or indirectly, to influence the management of this business concern shall rest with minority persons or a corporation, partnership or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of fifty one (51) percent or more of such an enterprise.

(e) As used in this contract, the term "Minority person" means Black, Hispanic, Asian or Pacific Islanders; American Indians or Alaskan Natives; and women, regardless of race or ethnicity.

(f) Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

(g) Where federal grants or monies are involved, it is the policy of LCPS through its agents and employees to comply with the requirements set forth - Standards Governing State and Local Grantee Procurement - of the U.S. Office of Management and Budget Circular N. A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments, as they pertain to small and minority business utilization.

25. GUARANTEES & WARRANTIES-Unless otherwise specifically indicated in the solicitation, by entering into the contract, the Contractor itself warrants and guarantees all goods and services furnished (1) in accordance with the General Guaranty and Service Contract Guaranty paragraphs herein, and (2) in accordance with the provisions of the Uniform Commercial Code. In addition, the Contractor shall properly transfer to LCPS all standard warranties given by the manufacturer(s) of any goods furnished. The Contractor shall deliver all manufacturers' warranties to the Purchasing Agent before final payment on the contract.

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

27. CHANGES-

(a) The Purchasing Agent may, at any time, without notice to any sureties, by written order indicated to be a change order, and signed by him or her, make changes within the general scope of the contract, including without limitation, changes in (1) specifications (including drawings and designs), (2) method of packing and shipment, (3) method or manner of performance, (4) place of delivery, and (5) time for performance and completion.

(b) Within fifteen (15) days of receipt of a change order, the Contractor shall submit a written proposal to the Purchasing Agent for any equitable adjustment to the contract price, delivery schedule, or both, that should in fairness be made due to the change order. The parties shall then agree to and sign a modification to the contract that makes an equitable adjustment to the contract price, delivery schedule, or both.

(c) If the parties cannot agree to a modification to the contract, then the Purchasing Agent may either (1) cancel the change order at no expense to LCPS, or (2) order in writing that the Contractor proceed with the change order.

(d) If the Purchasing Agent orders in writing that the Contractor proceed with the change order and no adjustment is agreed upon, then the Contractor or Purchasing Agent may submit a claim to LCPS for an equitable adjustment to the contract price, delivery schedule, or both, due to the change order. Any equitable adjustment as to contract price shall be limited to the increase or decrease in cost reasonably attributable to the change order that, as determined in LCPS discretion, is reasonable, allocable, and allowable. Any equitable adjustment as to delivery schedule shall be limited to an increase or decrease in schedule reasonably attributable to the change order.

(e) Nothing shall excuse the Contractor from proceeding with the contract as changed by written change order.

(f) No payment shall be made to the Contractor for any extra material or services or for any greater amount of money than the written contract stipulates unless the procedures of this clause have been strictly followed.

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

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

Orders may be made by use of a LCPS purchase card.

### **DELIVERY PROVISIONS**

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

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

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

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

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

31. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, LCPS will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on LCPS for such materials or supplies as are not in accordance with the specifications.

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

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

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

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

36. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- (1) The Purchase Order Number
- (2) The Name of the Article and Supplier's Stock Number
- (3) The Quantity Ordered
- (4) The Quantity Shipped
- (5) The Quantity Back Ordered
- (6) The Name of the Contractor

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

### PAYMENTS

37. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. LCPS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereof.

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

39. PAYMENTS FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment involves installation (which shall also be interpreted to mean erection and/or setting upon or placing in position, service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of fifty percent (50%) of the contract price when such equipment is delivered on the site. A further allowance of twenty five percent (25%) may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is

not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of seventy five percent (75%) at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

40. PAYMENTS TO SUBCONTRACTORS-Within seven (7) days after receipt of amounts paid to the Contractor by LCPS for work performed by subcontractor under that contract, the Contractor shall either (a) pay the subcontractor for the proportionate share of the total payment received from LCPS attributable to the work performed by the subcontractor under that contract; or (b) notify LCPS and subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. The Contractor must pay interest at the rate of one percent per month unless provided otherwise to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from LCPS for work performed by the subcontractor under that contract, except for amounts withheld as allowed in (b) above. The Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of LCPS or the School Board.

In order to receive payment, individual Contractors must provide their social security numbers; and proprietorships, partnerships, limited liability companies, and corporations must provide their federal employer identification numbers.

### GENERAL

41. GENERAL GUARANTY-Contractor agrees to:

(a) Indemnify and save LCPS, the School Board, its agents, and employees harmless from any claim or liability of any nature or kind for unauthorized use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.

(b) Protect LCPS against latent defective materials or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

(c) Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his/her own work or to the work of other contractors, for which his/her workers or those providing work through Contractor are responsible.

(d) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the United States, State, County, and City.

(e) Protect LCPS from loss or damage to LCPS-owned property while it is in the custody or control of the Contractor.

42. SERVICE CONTRACT GUARANTY-Contractor agrees:

(a) To furnish services described in the solicitation at the times and places and in the manner and subject to conditions therein set forth, provided, however, that LCPS may reduce the said service at any time.

(b) To enter upon the performance of services with all due diligence and dispatch; assiduously press to its complete performance and exercise therein the highest degree of skill and competence.

(c) All work performed and services rendered shall strictly conform to all laws, statutes, regulations, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agencies.

(d) Said services may be inspected by an employee of LCPS at any reasonable time and place selected by LCPS. LCPS shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

(e) The presence of a LCPS/County/State Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

43. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless LCPS, the School Board, its agents, officials, employees, and volunteers against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses, (collectively "Losses") which may or otherwise accrue against LCPS in consequence of the granting of a contract or which may or otherwise result there from, if it shall be determined that the Loss was caused through negligence or omission by the Contractor or its employees, of any subcontractor of Contractor or its employees, if any, or providing goods or services through Contractor, and the Contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith. If any judgment shall be rendered against LCPS in any such action, the Contractor shall at his/her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend LCPS as herein provided.

44. ETHICS IN PUBLIC CONTRACTING

(a) Each offeror shall certify, upon signing a bid or proposal, that to the best of his/her knowledge no LCPS official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

(b) Whenever there is reason to believe that benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal, or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, LCPS, as a prerequisite to payment pursuant to the Contractor, or at any time, may require the Contractor to furnish, under oath, answers to any questions related to such possible benefit.

(c) In the event the offeror has knowledge of benefits as outlined above, this information should be submitted with its bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the offeror shall address the disclosure of such facts to: Purchasing Agent, LCPS. The relevant IFB/RFP Number (see cover sheet) should be referenced in the disclosure.

(d) By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

46 REGISTERING OF CORPORATIONS-In accordance with the Code of Virginia, any foreign corporation, partnership or limited liability company transacting business in Virginia is required to secure a certificate of

authority from the Virginia State Corporation Commission. Contractor shall ensure it is duly registered in Virginia.

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

48. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contacts and other public records relating to procurement transactions shall be open to inspection in accordance with the Virginia Freedom of Information Act, except as provided in Virginia Code § 2.2-4342. Nothing contained in this section shall be construed to require LCPS, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to LCPS.

49. Notice of Required Disabilities Legislation Compliance-Loudoun County Public Schools is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993, Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

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

50. THE AMERICANS WITH DISABILITIES ACT-If, due to a disability, you need assistance to enable you to participate meaningfully in this process, please contact the Purchasing Division at 571-252-1270 at least five (5) working days prior to the opening date of this offer.

51. FAITH-BASED ORGANIZATIONS-Loudoun County Public Schools does not discriminate against faith-based organizations.

52. FEDERAL IMMIGRATION LAW- The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

### **CONTRACT REMEDIES**

53. APPEAL OF DETERMINATION OF NON-RESPONSIBILITY-See Loudoun County School Board Policy.

54. PROTEST OF AWARD OR DECISION TO AWARD- See Loudoun County School Board Policy.

55. CONTRACTUAL CLAIMS AND DISPUTES-Any dispute concerning a question of fact including claims for money or other relief as the result of a contract with the School Board which is not disposed of by agreement shall be declared by the Superintendent, who shall reduce his decision to writing and forward a copy thereof to the Contractor within (10) ten days. The decision of the Superintendent shall be final and conclusive unless within (10) ten days of receipt of the written decision the Contractor institutes legal action as provided in Sec. 2.2-4363 of the Code of Virginia. Contractual Claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment or as specified by



the contract, whichever comes first; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall delay payment of amounts agreed due in the final payment.

56. EXHAUSTION OF ADMINISTRATIVE REMEDIES-No offeror, potential offeror, or Contractor shall institute any legal action against LCPS until all administrative remedies available under the above paragraphs have been exhausted and until all requirements of School Board Policy, and, to the extent applicable, the Virginia Public Procurement Act, have been met.
57. INSPECTION AND REVIEW OF RECORDS-LCPS reserves the right to perform or have performed inspections and reviews of the records of the Contractor for any service contract with LCPS and to have copies made of such records. Contractor shall maintain and preserve all such records, at its own expense, during contract performance and for a period of at least three years after the contract has terminated. At LCPS request at any time during contract performance or within a period of three years after the contract has terminated, the Contractor shall promptly make all records available, at a location within the LCPS, to LCPS, or those retained by LCPS, for inspection, review and copying.
58. COMPETITION INTENDED-Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit offers.
59. DEBARMENT STATUS-By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia or the federal government from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred

#### HEALTH AND SAFETY

60. DRUG FREE WORKPLACE-During the performance of the 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 a controlled substance or marijuana 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, so that the provisions will be binding upon each subcontractor.
61. SAFETY AND HEALTH ISSUES-The vendor shall be responsible for meeting all Federal, State, and local codes pertaining to this contract. No contractor's employee who has been convicted of a sexually violent offense may be assigned to any work on Loudoun County Public School property.
62. MATERIAL SAFETY DATA SHEETS AND AP APPROVED INSTRUCTIONAL ITEMS-By law, Loudoun County Public Schools will not receive any materials, products, or chemicals which may be hazardous to an employee's or student's health unless accompanied by a Material Data Sheet when received. Individual schools will not receive any instructional items that are not AP approved and denoted as such.

#### NOTICE TO ALL BIDDERS

LCPS occasionally experiences problems with vendors who, after being awarded a contract, indicate they have made an error or have some other difficulty and do not intend to honor their bid. For this reason, we want all bidders to be fully aware of the LCPS position with regard to the bidding process and the honoring of bids.

Commonwealth of Virginia statutes require that LCPS go through a prescribed bidding process on all purchases over defined dollar limits. LCPS takes the bidding process seriously, and its intent is to solicit bids that are accurate and that each bidder intends to honor. As a bidder, you are expected to submit bids that are accurate, complete, and contain all terms and conditions which you feel are necessary. If

you find changes to your bid are necessary after you have submitted it to LCPS, the following guidelines will control:

- I. Bids may be changed in any way or withdrawn any time UP TO the time of bid opening.
- II. AFTER BID OPENING, bids cannot be changed. If accepted, the bid is considered to be a binding contract that you, as the bidder, will be expected to honor. If for any reason you do not perform the contract, LCPS can be expected to take whatever action it feels is appropriate to either require performance or to recover any losses or increased costs incurred by LCPS as a result of failure to honor the bid.