

BOARD OF SUPERVISORS

GEORGE H. SCHWARTZ
CHAIRMAN

HARRY E. CRISP, II
VICE CHAIRMAN

M. S. "JOE" BRITO

MARK DUDENHEFER

PAUL V. MILDE, III

CORD A. STERLING

ROBERT "BOB" WOODSON



1300 COURTHOUSE ROAD
P.O. BOX 339
STAFFORD, VIRGINIA 22555-0339

PHONE: (540) 658-8600

FAX: (540) 658-7643

www.staffordcountyva.gov

COUNTY ADMINISTRATOR
ANTHONY J. ROMANELLO, ICMA-CM

April 17, 2009

Proposal Invitation

Proposal #57094

Sealed Proposals (Proposal #57094) for an Automated Substitute Management System for Stafford County Public Schools will be accepted until 4:00 P.M., Thursday, May 7, 2009, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the Stafford County Purchasing Office at (540) 658-8614.

Stafford County Public Schools (SCPS) reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Sherry McMillan
Purchasing Officer

GENERAL INSTRUCTIONS

1. Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia 22555-0339
2. **Submit one (1) original, clearly marked, and five (5) copies** of the proposal before the opening time stated in the Proposal Invitation. **It is the Vendor's responsibility to ensure a timely delivery to the proper receiving location.**
3. All Proposals must be signed in ink by authorized principals of the Offeror and must be received in sealed envelopes with the statement **"Proposal Enclosed"** and the **Proposal number typed or written in the lower left-hand corner**. Attachments requiring execution by the Offeror are to be returned with the Proposal.
4. Stafford County Public Schools (SCPS) reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.
5. Proposals must be received on or before **4:00 P.M., Thursday, May 7, 2009**, in the Purchasing Office. **No late Proposals will be accepted.**
6. Proposals shall be binding for ninety (90) days following the Proposal opening date.
7. Proprietary information will not be disclosed during the selection process.
8. Proposals shall be signed by an authorized representative of the Offeror. Each Offeror is required to state in the proposal their name and place of residence and the names of all persons interested with him; in the case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Offeror.
9. The successful Offeror(s) will be notified immediately upon acceptance of their Proposal.
10. Exceptions to the specifications or general instructions must be in writing and submitted with the Proposal form.
11. Comments concerning specifications or other provisions of this Contract are welcome and can be received and considered prior to the time set for receipt of Proposals.
12. The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality to the specific brand, make, manufacturer or specifications named; it is to set forth and convey to prospective Offerors the general style, type, character and quality of article desired, and wherever in specifications or Contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is

recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

13. Provision of Proposal Withdrawal

- A. The Offeror of this project may, under certain circumstances, withdraw his Proposal from consideration in accordance with Section 2.2-4330, Code of Virginia.
- B. Pursuant to Code 2.2-4330 of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for Proposal withdrawal number one (1), which reads as follows:

"The Offeror shall give notice in writing of his claim of right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure".

- C. The above-referenced Code Section contains provisions which allow prosecution of any Offeror who fraudulently withdraws or attempts to withdraw a Proposal under this Code Section.

14. The Vendor shall maintain insurance to protect Stafford County Public Schools from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this contract, whether such operation be by the contractor, or anyone directly or indirectly employed by either contractor or subcontractor, such insurance to conform to the amounts as prescribed by law.

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County Public Schools against any and all liability for injuries and damages to contractor himself and to Contractor's employees, agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this Contract.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are as follows:

- 1. Workers' Compensation

2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:
Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

Stafford County Public Schools, its officers and employees shall be named as an "Additional Insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the School Board may possess."

15. Public Liability and Property Damage Insurance

1. The Offeror shall take out and maintain, during the life of this Contract, such public liability and property damage insurance as shall protect him from damage, which may arise from operations under this Contract. Stafford County Public Schools shall be specified as an Additional Insured party in all insurance required under the provisions of this paragraph.
 - a. Public Liability Insurance: The Offeror shall secure insurance in an amount of not less than that amount required by law for injuries including accidental death to any one person and not less than that amount required by law for damages or injuries sustained in account of one (1) accident.
 - b. Property Damage Insurance: The Offeror shall secure insurance in an amount of not less than that amount required by law for each accident and that required by law for the aggregate of operations. In liability insurance and property damage insurance in which Stafford County Public Schools is an Additional Named Insured, the Offeror shall agree to hold Stafford County Public Schools harmless from any and all claims made against Stafford County Public Schools which arise or of any action or omission of the Offeror or his authorized representatives, and any claims which result from any condition created or maintained by the Offeror or any of his officers, employees, or agents which condition was not specified to be created or maintained by this Contract.
 - c. Proof of Liability Insurance: The Offeror shall furnish a Certificate or Certificates of Insurance at the time that this Contract is executed as evidence that the insurance policies required above are properly maintained and in accordance with State law and the Offeror shall furnish the Assistant Superintendent of Finance a certificate or certificates.

16. Indemnification Requirements

1. The Contractor shall, during the continuance of all work under the Contract provide the following:
 - a. "The Contractor hereby agrees to indemnify and hold harmless Stafford County Public Schools, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, personal injury, and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his Subcontractors and their agents and employees."
 - b. The Contractor will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein.

17. Stafford County Public Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4300 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
18. Stafford County Public Schools are exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating Stafford County Public Schools tax exempt status will be furnished by SCPS on request.
19. Ownership of all data, materials and documentation originated and prepared for SCPS pursuant to the RFP shall belong exclusively to SCPS and be subject to inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342 of the Virginia Public Procurement Act prior to or upon submission of the data or other materials to be protected and state the reasons why protection is necessary.
20. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation. Oral presentations are an option of SCPS and may or may not be conducted. Offerors may also be requested to provide a live demonstration site.

21. Opening of Proposals

- A. Proposals will be opened at the time and place designated in the advertisement for Proposals. The person whose duty it is to open the Proposals will decide when the specified time has arrived and no Proposals shall be accepted thereafter.

- B. SCPS reserves the right to reject any Proposal or all Proposals and to waive informalities and to accept such bids as are best suited to the interests of SCPS. Stafford County Public Schools reserves the right to award to one or more vendors. In making the award, SCPS will take into consideration the facilities and technical experience of the Offeror.

22. Interpretations

No oral explanation in regard to the meaning of the specifications will be made and no oral instructions will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the Owner for interpretation. Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of Proposals. Any interpretation made will be in the form of an Addendum to the specifications, which will be forwarded to all Offerors and its receipt by the Vendor must be acknowledged on the response forms.

23. Qualifications of Offeror

- A. SCPS may make any investigations deemed necessary to determine the ability of the Offeror to perform the work. The Offeror shall furnish SCPS all information and data requested for this purpose.
- B. SCPS reserves the right to reject any Proposal if evidence submitted by, or investigation of, any Offeror fails to satisfy SCPS that the Offeror is properly qualified to carry out the obligations of the Contract to complete the work contemplated.

24. Completion of Bid Forms

- A. Proposal forms furnished herewith to Offerors shall be filled out as required, signed in ink and submitted with the original Proposal form.
- B. Proposals by partnership must be signed in the name of the partnership by one of the members of the partnership, followed by the signature and title of the person signing. Proposals submitted in the name of corporations must be signed with the legal name of the corporation by the President, Secretary, or other person authorized to bind it in the matter, followed by the signature and title of the person signing. Each Proposal must give the full business address of the Offeror and must be signed by designee with designee's usual signature.
- C. Sales tax shall not be included in the Proposals, as Owner is exempt from Virginia Sales Tax and Federal Excise Tax.

25. Use of Contract by Other Government Entities

Offerors are advised that all resultant Contracts will be extended, **with the authorization of the Offeror**, to Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the Purchase Order, contractual disputes, invoicing and payment. Stafford County Public Schools acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a Contract to any jurisdiction will have no effect on consideration of your Bid/Proposal.

It is the responsibility of the awarded Vendor to notify the jurisdictions and political subdivision of the availability of the Contract.

Stafford County Public Schools shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

26. Debarment

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

27. Offeror Disclosure

Each Offeror shall certify, upon signing a Proposal, that to the best of his knowledge no Stafford County Public School official or employee having official responsibility for the procurement transaction, or member of his/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.

28. Right to Negotiate

SCPS reserves the right to waive informalities, and to reject any and all Proposals. If the Proposal from the most responsible Offeror exceeds available funds, SCPS reserves the right to negotiate with the apparent low Offeror to obtain a Contract price within available funds. Such negotiations shall be in accordance with Chapter 7, Code of Virginia.

29. Certificate of Compliance

The Contractor agrees that as a condition for providing the services required under this Contract to certify that neither the Contractor nor any employee(s) assigned to perform the services in the presence of students during regular school hours or school sponsored activities have been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child; or a crime of moral turpitude.

30. Safety

All Contractors and Subcontractors performing services for SCPS are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

31. Notice of Required Disability Legislation Compliance

Stafford County Public Schools are 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 1990.

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

32. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall

be applicable to all Contracts solicited or entered into by Stafford County Public Schools. A copy of these provisions may be obtained from the Purchasing Office on request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (2.1-248 et. seq.), the Virginia Governmental Frauds Act (18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interest Act.

33. Employment Discrimination by Contractor Prohibited

Every Contract of over \$10,000 shall include the following provisions:

1. 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 or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

2. The Contractor will include the provisions of the foregoing paragraphs, A, B, and C in every Subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

34. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

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

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

35. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Superintendent of Stafford County Public Schools, or his designee.

36. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the Superintendent of Stafford County Public Schools, or his designee.

37. Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- A. All Proposals shall be signed in ink by authorized personnel of the firm.
- B. All attachments to the Proposals requiring execution by the firm are to be returned with the Proposals.

2. Withdrawal of Proposals

- A. The Proposer may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn.
- B. The following is the procedure for withdrawal of Proposal:
 - (1) The Proposer must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Proposal of the same Offeror.
 - (3) No Proposer who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of Stafford County Public Schools. The person or firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to Stafford County Public Schools in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Proposer without such approval.

3. Miscellaneous Requirements

- A. Stafford County Public Schools will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a

straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- B. Contractors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Director of Human Resources will schedule the time and location for this presentation.
- C. The contents of the Proposal submitted by the successful Proposer and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Contractor will be expected to sign a Contract with Stafford County Public Schools. Additional terms and provisions will be included in the Contract.
- D. Stafford County Public Schools reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Stafford County Public Schools. A firm who's Proposals is not accepted will be notified in writing.
- E. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Stafford County Public Schools.

4. Form of Proposals

Interested firms are cautioned to provide in their Proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal.

5. Clarification of Proposals

Stafford County Public Schools reserves the right to contact Vendors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

Stafford County Public Schools is not liable for any cost incurred by Vendors prior to issuance of an Agreement, Contract or Purchase Order.

7. Right to Cancellation

Award to the selected Vendor will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

8. Vendor Declaration

The vendor must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

9. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Vendor in these situations.

10. Licensing Agreement

Any licensing agreement required by the Vendor must be fully described.

11. Proposal Property of Stafford County Public Schools

All Proposals submitted in response to this RFP become the property of Stafford County Public Schools. Supporting technical manuals will be returned at the request of the Vendor.

12. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If a Vendor wishes that any parts of his Proposal remain confidential, he should state so clearly.

13. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

14. Contracting

Upon award of the Contract, the RFP and the successful Offeror's Proposal will become part of the Contract. Stafford County Public Schools intends to enter into a Contract which best serves the interests of Stafford County Public Schools and will require the Vendor to enter into the Stafford County Public Schools' "STANDARD CONTRACT FOR SERVICES".

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the Superintendent of Stafford County Public Schools or his authorized representative. The firm shall not comply with requests and/or orders issued by other than the Superintendent's representatives acting within their authority of Stafford County Public Schools.

2. Subcontractors

The firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by Stafford County Public Schools.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by Stafford County Public Schools until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the School Board without the required thirty (30) days advance written notice, then the School Board shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the Stafford County Public Schools for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

5. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to execute such agreement to any other person, company or corporation with the previous consent and approval in writing by Stafford County Public Schools.

6. Exceptions

Any and all exceptions to the specifications included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Vendor not indicate and explain all exceptions, his Proposal may be rejected.

7. Proposal Selection

Contract(s) will be awarded by Stafford County Public Schools to the lowest responsible Vendor(s) whose Proposal conforms to this Request and is most advantageous to Stafford County Public Schools.

AUTOMATED SUBSTITUTE MANAGEMENT SYSTEM FOR STAFFORD COUNTY PUBLIC SCHOOLS

PROPOSAL #57094

1. PRICES AND PRICE ADJUSTMENT

All prices/discounts shall include all charges that may be imposed in fulfilling the terms of this Contract. Prices/discount shall remain firm for the duration of the Contract, unless otherwise stipulated in the Special Provisions.

2. SUBMISSION OF PROPOSALS

- 2.1 By executing the Response Form, the Offeror acknowledges that he has read this Solicitation, understands it, and agrees to be bound by its terms and conditions. Proposals must be received **prior** to the time and date specified, by mail or hand delivered to the Stafford County Purchasing Office.
- 2.2 Proposals received after the time or date prescribed shall not be considered for Contract award and shall be returned to the Offeror.

3. CONTRACT AWARD

- 3.1 Stafford County Public Schools reserves the right to reject any or all Proposals, in whole or in part.
- 3.2 SCPS reserves the right to place orders from other sources, should the Contractor be unable to provide the required services.
- 3.3 The Offeror shall not Subcontract the service involved, and will not be authorized to utilize employees working for Stafford County Public Schools.
- 3.4 Contract award will be based on the information provided with the Proposals, the ability of the Offeror to perform, past performance, ability to meet the requirements, and price.

4. CONTACT FOR ADMINISTRATION

In the event a Contract is executed with your firm as a result of this Solicitation, indicate the person(s) we may contact for prompt Contract administration in the space provided on the Response Form.

5. INTERPRETATION OF PROPOSAL

Any questions pertaining to this Request for Proposal shall be directed to:

Anne Sharp
Purchasing Manager
Stafford County Public Schools
31 Stafford Ave
Stafford, Virginia 22554
Telephone: (540) 658-6604

6. No change, cancellation, or non-renewal shall be made in any insurance coverage without a sixty (60) day written notice to the School Board. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
7. The successful Offeror shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are providing the services herein.

AUTOMATED SUBSTITUTE MANAGEMENT SYSTEM FOR STAFFORD COUNTY PUBLIC SCHOOLS

PROPOSAL #57094

SCOPE OF SERVICES

Purpose

The purpose and intent of this Request for Proposal (RFP) is to solicit competitive sealed Proposals for an Automated Substitute Management System for Stafford County Public Schools (SCPS) in accordance with the statement of needs, terms and conditions identified herein.

Period of Contract

The period of Contract shall be from July 1, 2009 through June 30, 2010. By mutual agreement of the Contractor and SCPS, this Contract may be renewed for additional four (4) successive one (1) year periods. Written notice of SCPS' intention to renew shall be given approximately ninety (90) days prior to the expiration date of each Contract period.

Statement of Needs

1. Statement of Work

A. Background

Stafford County Public Schools (SCPS) has thirty (30) elementary, middle and high schools with approximately twenty seven thousand (27,000) students. There is a need for an automated substitute system for providing substitutes for both certified and classified personnel when they are absent due to illness or provided leave.

B. Scope of Work

The successful Offeror shall provide a comprehensive automated substitute management system that meets the requirements detailed in the Schedule of Proposed Services. Offerors should include a tentative implementation schedule.

2. Evaluation Factors

- A. Experience: Include data to support the Offeror's plan. (10%)**
- B. Services to be provided: Ability to meet the requirements detailed in Schedule of Proposed Services. (25%)**

- C. Cost/Fees: The total cost of the program to include additional changes from year to year. Maintenance fees must be listed separately. (25%)
- D. References: Minimum of 4 (four) (25%)
- E. Responsiveness: The completeness and conformity of the Proposal response to the RFP requirements (15%)

3. **Proposal Instructions**

- A. In order to be considered for selection, Offerors must submit a complete response to this Request for Proposal. Proposals should be organized in the order in which the requirements are presented in the RFP.
- B. Proposals should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the Request for Proposal.
- C. Proposals should be as thorough and detailed as possible so that SCPS may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following as a complete Proposal.

A written statement to include:

- 1. **Experience:** Provide a concise description of all work experience as they relate to the Scope of Services.
- 2. **Services to be provided:** Describe your firm's approach in providing the services as listed in the Scope of Services. You may include other services not asked for in the Schedule of Proposed Services.
- 3. **Costs/Fees:** Provide a detailed analysis of projected costs.
- 4. **References:** List at least four (4) references of organizations similar to Stafford County Public Schools that you are currently providing services as outlined in the Scope of Services. Include the name and phone number of a point of contact.

AUTOMATED SUBSTITUTE MANAGEMENT SYSTEM FOR STAFFORD COUNTY PUBLIC SCHOOLS

PROPOSAL #57094

SCHEDULE OF PROPOSED SERVICES

MANDATORY MINIMUM REQUIREMENTS

The system must be operational by August, 2009.

The system must possess the following components:

- Web/Browser based
- SIF certified and compliant
- Interface with SCPS' data system-
 - a. Import employee demographic information
 - b. Export sub payroll
 - c. Export teacher leave
- Import data from current substitute system
- Manage one thousand seven hundred fifty (1,750) employees and one thousand (1,000) substitutes
- Accessed through secured Internet site
- Accessed through T-1/Digital phone lines
- IVR (Interactive Voice Response) preferred
- Daily summary for site and school site administrator
- Location can specify DO NOT USE
- Teachers can specify particular substitutes
- Substitutes can request particular subjects, locations, levels, etc.
- Detailed reporting capability
- Defined user groups (i.e. substitutes, teacher, school secretary/administrator, system manager)
- Positions can be identified as not needing a substitute
- Defined classifications (i.e. para professionals, teachers)
- Identification code separate from social security number
- Defined calendars
- Work with A/B days for multiple absences
- Defined locations (schools-of three digits etc.)
- Prioritize assignments
- Prioritize substitutes
- Add requests to an existing assignment
- Daily automatic data backup
- Hosted system is mandatory

Internet access must not require any software to be loaded, other than an Internet browser and Adobe Acrobat Reader.

The system must provide secure access on the internet with two (2) identifiers for logging in. Internet access must be in a secure encrypted environment.

The system must be available to all users twenty four hours (24) a day, seven (7) days per week. The system hardware must provide redundancy to accommodate system failure. Provide details about service level and response time.

Employee profile information must include at a minimum: an employee ID, PIN, name, work schedule and multiple job classifications.

The system should allow for interfacing with an integrated payroll/human resources system. Explain the capability of interfacing with payroll/ human resources. Provide details about LDAP (Lightweight Directory Access Protocol).

The system must have the ability to set up rules for compensation of substitutes employed in an immediate or long-term setting.

The system must have the ability to merge or export in a universal format name, address, and contact information for purposes of mass notification.

The system must allow SCPS to set individual absence reasons for each site or site group. The system must be able to accommodate four (4) absence types.

The system must have the ability to handle itinerant employees.

The system must provide the ability to allow an employee to also be classified as a substitute and have this done without creating a separate record.

An employee who has dual status (both an employee and substitute access) must be able to use the same ID and password to access the system.

The system must provide the ability to document notes in an employee and substitute record.

The system must allow for the creation of jobs without a corresponding absent employee.

The system must provide a confirmation number to the employee or administrator who creates a job, and the substitute who accepts the job.

Vendor must include a tentative implementation schedule. A demonstration utilizing a current site may be required.

Vendor must list the following:

- Software
- Point of contact to oversee implementation
- Onsite setup and configuration
- Onsite training and implementation
- Web based training materials for:

- a. Substitutes
- b. Teachers
- c. Secretaries/Administrators
- d. System Manager

Discuss Implementation, Documentation, Training and Service.
Describe licensing model.

The following items are not mandatory, but please indicate whether they are available:

The system allows for a request, assignment, and/or prearrangement for a particular substitute.

The system allows for a voice and text recording of special instructions that will be played to the substitute.

The system allows individual call out times for each job position. (For example, high school teachers would start calling at 5:00 AM, but elementary school teachers aren't called until 6:00 AM).

The system would allow for deadlines to be set for absence reporting on a per-site basis. (For example: if a specific school opens at 8:00 AM and a report deadline is set one (1) hour before school starts, the system will notify the employee that they are too late and must call the supervisor to report an absence for today.)

**AUTOMATED SUBSTITUTE MANAGEMENT SYSTEM FOR
STAFFORD COUNTY PUBLIC SCHOOLS**

PROPOSAL #57094

RESPONSE FORM

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____ FAX _____

Name & Title of Person Submitting Proposal: _____

Signature: _____

Print Name: _____

REFERENCE LIST

The Offeror is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed Contract has been done, and to give references and such other detailed information as will enable Stafford County Public Schools to judge his responsibility, experience, skill and financial standing. Proposals from Contractors inexperienced in this particular type of work will not be considered.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require Stafford County to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be 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, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

Solicitation # 57094

**Metropolitan Washington Council of Governments
Rider Clause**

**USE OF CONTRACT(S) BY MEMBERS COMPRISING 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 members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members 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.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

____ Alexandria, Virginia
____ Alexandria Public Schools
____ Alexandria Sanitation Authority
____ Arlington County, Virginia
____ Arlington County Public Schools
____ Bowie, Maryland
____ Charles County Public Schools
____ College Park, Maryland
____ Culpeper County, Virginia
____ District of Columbia
____ District of Columbia Courts
____ District of Columbia Public Schools
____ District of Columbia Water & Sewer Auth.
____ Fairfax, Virginia
____ Fairfax County, Virginia
____ Fairfax County Water Authority
____ Falls Church, Virginia
____ Fauquier County Schools & Government, Virginia
____ Gaithersburg, Maryland
____ Greenbelt, Maryland
____ Herndon, Virginia
____ Loudoun County, Virginia
____ Manassas, Virginia
____ Manassas Public Schools
____ Maryland-National Capital Park & Planning Comm.

YES NO JURISDICTION

____ Metropolitan Washington Airports Authority
____ Metropolitan Washington Council of Governments
____ Montgomery College
____ Montgomery County, Maryland
____ Montgomery County Public Schools
____ Prince George's County, Maryland
____ Prince George's Public Schools
____ Prince William County, Virginia
____ Prince William County Public Schools
____ Prince William County Service Authority
____ Rockville, Maryland
____ Spotsylvania County Schools
____ Stafford County, Virginia
____ Takoma Park, Maryland
____ Vienna, Virginia
____ Washington Metropolitan Area Transit Authority
____ Washington Suburban Sanitary Commission
____ Winchester Public Schools

Vendor Name

Revised 11/6/03

STAFFORD COUNTY PUBLIC SCHOOLS
STANDARD CONTRACT FOR SERVICES

This Contract is entered into this ____ day of _____ 2009, by and between Stafford County Public Schools (SCPS), or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term "Schools" shall mean the Stafford County Public Schools of Stafford County, Virginia, or the using department identified below authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "Schools" shall mean _____.

(If this line is blank, the Schools shall mean Stafford County Public Schools).

(b) As used in this Contract, the term "Contractor" shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by SCPS as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to SCPS:

(b) The time, manner and place for performance of such services shall be

4. Time and Essence.

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. SCPS Obligations.

(a) In return for the services identified above, SCPS shall pay the Contractor the following amounts:

6. Termination for Convenience of SCPS.

(a) The parties agree that SCPS may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the Stafford County School Board shall determine that such termination is in the best interest of SCPS.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Superintendent of Stafford County Public Schools or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of SCPS; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Manager.

(e) The Purchasing Manager, with the approval of the SCPS' signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Manager to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Stafford County School Board in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of SCPS is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from SCPS whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that SCPS, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that SCPS or any duly authorized representative shall, until the expiration of

three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then SCPS may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, SCPS shall be liable only for payments due through the date of termination.

(b) SCPS agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. Insurance.

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. Assignability of Contract.

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of SCPS.

12. Modifications or Changes to this Contract.

(a) Change Orders. The Purchasing Manager, with the concurrence of SCPS signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order.

Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless SCPS is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

[] **13. Warranties:**

[] **14. Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to SCPS, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. Disputes.

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Manager, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Manager with a written appeal addressed to the Stafford County School Board. The decision by the Superintendent of Stafford County Public Schools shall be final and binding unless within ten (10) days from the date of receipt of the decision of the Superintendent, an appeal is made to the Stafford County School Board in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Stafford County School Board shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Manager the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

16. 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 or national origin, except where religion, sex or

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

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[] **17. Additional Terms and Conditions.**

18. Integration Clause.

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. Legal Status

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. Faith-Based Clause.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Wayne C. Carruthers, CPA
Assistant Superintendent of
Financial Services
Stafford County Public Schools

Contractor or Duly Authorized
Representative

Title