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May 10, 2013

REQUEST FOR PROPOSAL

RFP #66133

Sealed competitive negotiable Proposals (**RFP #66133**) for the **Purchase of Graduation Accessories for Stafford County High Schools** will be accepted until 3:00 P.M., Thursday, June 6, 2013, 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 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.

Anita Perrow
Purchasing Manager



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. All Proposals must be signed in ink by authorized principals of the firm 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.**
3. **One (1) original, clearly marked, and three (3) copies** of the Proposal must be received in the Purchasing Office before the opening time stated in the Request for Proposal.
4. Proposals will be opened promptly at **3:00 P.M., Thursday, June 6, 2013**, in the Purchasing Office, with attendance limited to the Evaluation Committee. No late Proposals will be accepted. **Stafford County assumes no responsibility for late submissions due to mistake of courier, U.S. Postal Service or any delivery service used for Proposal submission.**
5. Stafford County Public Schools (SCPS) reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.
6. The successful Offeror or Offerors will be notified immediately upon acceptance of their Proposal.
7. Proprietary information will not be disclosed during the selection process.
8. Proposals shall be binding for ninety (90) days following the Proposal opening date.
9. Exceptions to the specifications or general instructions must be in writing and submitted with the Proposal form.
10. 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.
11. 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.
12. No interpretation of the meaning of the Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least seven (7) days prior to the date fixed for receiving Proposals. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective Offeror requesting such interpretations, or will be in the form of written Addenda which will be available on the Stafford County Website (<http://staffordcountyva.gov/Bids.aspx?CatID=23>), no later than five (5) days prior to the date

fixed for the receiving of Proposals. Failure of any Offeror to receive any such Addenda or interpretation shall not relieve said Offeror from obligation under the Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.

13. 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.

14. No Proposals may be withdrawn after the ultimate closing time set for the receipt of Proposals for period of ninety (90) days, except as provided in Paragraph 13, above.
15. The Contractor 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 or all operations performed by Contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and Specifications pertaining to this project, Stafford County Public Schools shall require any Offeror to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

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:

- a. Workers' Compensation
- b. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.

c. 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.

d. Errors and Omissions:

\$1,000,000 per occurrence and in the aggregate.

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 Division may possess.

16. Stafford County Public Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia Section, §2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

17. Hold Harmless Clause

The Contractor shall, during the terms of the Contract including any warranty period, indemnify, defend and hold harmless Stafford County Public Schools, its officials, employees, agents and representatives thereof from all suits, actions, or claims of any kind, including attorney’s fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

18. 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 under this Contract.

19. Notice of Required Disability Legislation Compliance

Stafford County Public Schools is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, and The Americans with Disabilities Act 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County Public Schools 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, II, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

20. 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 Stafford County Public Schools Purchasing Office upon 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 (2.1-348 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.

21. Employment Discrimination by Contractor Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

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.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

22. Drug-free Workplace

Every Contract of over ten thousand dollars (\$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 ten thousand dollars (\$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.

23. Exemption from Taxes

Stafford County Public Schools are exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating SCPS' tax exempt status will be furnished by Stafford County Public Schools on request.

24. 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.

25. 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.

26. Use of Contract by Other Government Entities

Offerors are advised that all resultant Contracts will be extended, with the authorization of the Offeror, to the 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 of orders, issuance of the Purchase Order, contractual disputes, invoicing and payment. Failure to extend a Contract to any jurisdiction will have no effect on consideration of your Proposal.

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

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

27. Debarment

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

28. Offeror Disclosure

Each Offeror shall certify, upon signing the 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 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.

29. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator

(https://cisiweb.scc.virginia.gov/z_container.aspx).

30. W-9 Form

Each Bidder or Offeror will submit a completed W-9 form with their Proposal. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

31. Immigration Reform and Control Act of 1986

By accepting a Contract award, Offeror 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.

32. Certificate of Compliance

Pursuant to Code of Virginia Section 22.1-296.1.C., the Offeror certifies that it and any of its employees who will have direct contact with any Stafford County Public Schools students (i) have not been convicted of a felony or any offence involving sexual molestation or physical or sexual abuse or rape of a child; and (ii) have not been convicted of a crime of moral turpitude, except as prominently disclosed in Contractor's response. Contractor shall promptly report to the School Board any change that would make this certification no longer accurate.

33. The Contents of the Proposal submitted by the successful Offeror and the Proposal Specifications shall become part of any Contract awarded as a result of these specifications. The successful Vendor(s) will be expected to sign a "Standard Contract for Services and Supplies". Additional terms and provisions will be included in this Contract.

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 Offeror 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 Proposals:

- (1) The Offeror 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 Offeror 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 Offeror 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 Purchasing Manager will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Offeror 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 whose Proposal 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 Offerors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

Stafford County Public Schools is not liable for any cost incurred by Offerors 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 information 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 an Offeror 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.

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 for SCPS.

3. 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.

4. 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 SCPS without the required thirty (30) days advance written notice, then SCPS shall negotiate reasonable termination costs, if applicable.

- B. Termination for Cause

Termination by 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.

5. 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.

6. 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 without the previous consent and approval in writing by Stafford County Public Schools.

7. 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.

8. Proposal Selection

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

**PURCHASE OF GRADUATION ACCESSORIES
FOR STAFFORD COUNTY HIGH SCHOOLS**

RFP #66133

SPECIFICATIONS

I. SCOPE OF SERVICES

Purpose

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish firm fixed delivered Contract(s) for the acquisition of High School Graduation Requirements to include, but not limited to, Class Rings, Caps, Gowns, Diplomas, Covers, Announcements and Accessories for all current and future high schools in Stafford County in accordance with the statement of needs, terms and conditions identified herein.

This is a “Requirements” contract to provide a ready source for the procurement of all items listed above.

Period of Contract

The period of this contract shall be from July 1, 2013, or date of award, whichever is later, through June 30, 2014.

This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for four (4) additional periods of one (1) year each if agreeable to all parties.

Notice of intent to renew will be given to the Contractor in writing by the Assistant Superintendent for Financial Services, or his designee, normally ninety (90) days before the date of the current contract expires. (This notice shall not be deemed to commit Stafford County Public Schools to a contract renewal).

Prices

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

Delivery/Time of Performance

Stafford County Public Schools requires that delivery be made at destination within the time schedule agreed upon.

The date and time of service under this Contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. The authorized representative shall be the principal, or his designee.

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

II. PUBLIC LIABILITY AND PROPERTY DAMAGE

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 damages, which may arise from operations under this contract. Stafford County Public Schools shall be specified as an additional named 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 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 and all 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 for Financial Services a copy of the certificate or certificates.

III. SUBMISSION OF PROPOSALS

1. Price proposals must be submitted on the attached Pricing Evaluation Schedules only. Include other information as requested or required. Return the **Vendor Information Form**, duly signed, and the **Pricing Evaluation Schedules**. By executing the Vendor Information Form, the Offeror acknowledges that they have read this solicitation, understand it, and agree 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 Administration Center.

2. Proposals received after the time or date prescribed shall not be considered for Contract award and shall be returned to the Offeror.

IV. CONTRACT AWARD

1. There may be multiple award(s) made in order to fulfill the anticipated requirements of Stafford County Public Schools.
2. Stafford County Public Schools reserves the right to reject any or all Proposals, in whole or in part.
3. SCPS reserves the right to place orders from other sources, should the Contractor be unable to provide the required services.
4. The Offeror shall not sub-contract the service involved, and will not be authorized to utilize employees working for Stafford County Public Schools.
5. 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.

V. METHOD OF ORDERING

A Purchase Order will be issued to the Contractor on behalf of each school who will be ordering items covered in the Contract. Each Purchase Order will cite a specific period of time, and will name the school employee authorized to place orders.

VI. INVOICING PROCEDURE

1. The Contractor shall submit an invoice within one (1) week after delivery of services. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
2. The invoice shall contain the applicable Purchase Order number, and the name of the school receiving the services.
3. Vendor shall indicate in the proposal any additional authorized forms of remittance acceptance with the credit card remittance being the standard. (This will not be a factor in evaluation of the Proposal).

VII. CANCELLATION OF ORDERS

Purchases made under this contract are for readily available services specified herein. Time is of the essence in furnishing the services ordered. Stafford County Public Schools reserves the right to cancel the order and/or to refuse the service if not furnished within a reasonable period of time or as specified on this Contract.

VIII. EMERGENCY PURCHASES

SCPS reserves the right to make purchases from other sources, should the Contractor be unable to furnish the required item within the required time frame.

IX. EVALUATION AND AWARD CRITERIA

Proposals shall be evaluated using the following criteria.

- | | |
|---|-----------|
| 1. Proposed Approach/Methodology/Services | 30 points |
| 2. Quality of Materials & Samples | 25 points |
| 3. Cost of services | 25 points |
| 4. Experience/Qualifications/Ability to Perform | 15 points |
| 5. References | 5 points |

X. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Proposal Preparation

1. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation of the Proposal. Mandatory requirements are those required by law or regulation such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
3. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the Proposal should be contained in that single volume.
4. Offerors who are ranked among the top may be required to give an oral presentation of their Proposal to SCPS. This provides an opportunity for the Offeror to clarify or elaborate on the Proposal. This is a fact finding and explanation session only.

Technical Proposal Requirements

Proposals should be as thorough and detailed as possible so that SCPS may properly evaluate the Offeror's capabilities to provide the required products and services. Proposals shall be submitted on 8-1/2"x 11" paper, and prepared simply and concisely and submitted in **TABS AS OUTLINED BELOW**. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. Each Offeror's Proposal shall be tabbed and organized in the sequence indicated below:

1. Proposed Approach/Methodology/Services: Offeror shall respond to the Statement of Needs. The Offeror shall provide a written narrative describing the ability to meet the minimum

requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Information regarding innovative breakthroughs and any one of a kind programs offered for the graduation accessory industry is encouraged.

2. **Quality of Materials and Samples:** The Offeror shall respond to the Statement of Needs, Minimum Specification Requirements and provide samples of the items offered.
3. **Cost of Services:** The Offeror shall submit an itemized list of all proposed costs for the products and services being offered. Itemized costs shall be in the form of firm fixed delivered unit prices. Identify potential quantity discounts where applicable.
4. **Experience/Qualifications/Ability to Perform:** The Offeror shall indicate the expertise and experience of the firm relative to the Statement of Needs and specific requirements contained in this RFP. Offeror must provide credentials, resumes/biographies, including related experience working with K-12 school districts, for the individuals who will be assigned to this project.
5. **References:** The Offeror shall provide a minimum of three (3) school systems for who the company has provided these services and products. Include the date(s) service was performed, the business name, address, and name and telephone number of the Contract administrator.

Submittal Requirements: Offerors are required to submit the following items as a complete Proposal;

- A. The return of this complete Request for Proposal signed and filled out as required.
- B. Offeror's complete Technical Proposal, including any addenda.
- C. Offeror's written guarantee for services /items offered.
- D. Separate, comprehensive, itemized list of all proposed costs for the products and services being offered, including correction costs, costs for missing deadlines, etc.
- E. Complete Pricing Evaluation Schedules.
- F. Completed Certificate of Compliance.
- G. Completed Non-Disclosure Agreement.
- H. Offeror is required to submit samples of all requested items. A detailed, itemized specification list of all materials used and all options included in each sample shall accompany the sample.
- I. Offerors shall provide sample copies of brochures, advertising materials payment envelopes, price lists and photograph mailing envelopes.

**STATEMENT OF NEEDS
CLASS RINGS
STAFFORD COUNTY HIGH SCHOOLS**

PROPOSAL #66133

Proposals shall be for class rings for five (5) Stafford County Public Schools: Brooke Point High School, Colonial Forge High School, Mountain View High School, North Stafford High School, and Stafford High School. Space has been provided for three pricing tiers: **Economy** (good quality/low price/most affordable); **Standard** (high quality/moderate price/affordable); **Premium** (highest quality). List names of all ring series offered within each pricing tier.

The Offeror shall provide a fine jewelers alloy as an alternate. The ring must be totally guaranteed and be manufactured to resemble the gold rings. The Offeror must specify the composition of the alloy.

Proposal responses must include a complete description and samples (where applicable), of all procedures related to, but not limited to, the following:

1. Information materials (brochures, displays, etc.) including their availability and proposed method of distribution.
2. Proposed method for individual order placement, including late and/or additional orders.
3. Proposed method for notification of anticipated shipping and delivery dates and individual balance due.
4. Proposed method of individual ring deliveries, for both regular and late/additional orders.
5. Proposed method of providing individual adjustments, future service, period of liability, etc.
6. Fees for shipping/delivery for late orders.

A full and complete description of each Offeror's warranty is required with the response. All submitted prices are to be based on class rings manufactured in compliance with the following design specifications:

1. All rings are to be manufactured with a solid, closed-back construction.
2. All rings are to be traditional custom design, available in, but not limited to, four design sizes (men's large, men's regular, women's regular, and women's miniature) with oval shaped stone settings.
3. All class rings shall be similar in design to current ring (rising junior class representatives will have option of minor changes).
4. A selection of stones and cuts must be offered to meet the indicated specifications.
5. The school ring shall be an "official ring" and this design shall not be sold at other outlets.
6. All design sizes are to include the school name spelled out around the stone (in bezel/base).
7. The right side/shank of the ring must include an approved reproduction of the official seal of the school.
8. The left side/shank of the ring must include an approved reproduction of the school mascot.
9. The vendor shall work with the school representative(s) in the design of the ring.

Evaluation of Proposals: Selection Factors

These specifications set forth certain criteria which will be used in the selection of the successful firm. An Evaluation Committee will screen each proposal and selection will be made on the basis of the criteria listed below. The firms submitting Proposals shall include proposal statements on the following:

- A. Cost of rings: price shall reflect gold at the current market value. (A sample order form shall be provided with prices and options available).
- B. Options available to students: selections of styles, stones, sizes, metals, and side design, etc.
- C. Services provided to the student at the time of purchase and at later dates.
- D. Delivery time for both regular orders and late/additional orders.
- E. References (i.e., satisfaction of former clients) along with names and addresses of at least five (5) parties for whom comparable work has been performed.
- F. Qualification and experience of Offeror
- G. Ring construction, including pennyweight
- H. Offeror's merit to complete the overall proposal

This Proposal will cover a Contract for a five (5) year period, 2013-2014, 2014-2015, 2015-2016, 2016-2017, and 2017-2018. Pricing shall be for the first year only with annual renewals to be negotiated by SCPS and the Contractor. Any major changes in the price of gold that would require a price change on gold rings should be discussed with the administration (it is understood that a major change would be at least \$100.00 per Troy ounce). However, a lack of acceptable service, quality, or other specifications may be cause for termination of the Contract at the end of any school year.

Services shall include the processing of orders and the delivery to students by the supplier. Proposal prices shall include all shipping and handling charges.

ECONOMY CLASS RING
Pricing Evaluation Schedule Class Rings

All rings base price shall include three initials; birthstone, onyx, or pearl; and antique finish.
 Gold ring prices below are based upon gold at \$_____per TROY OUNCE
 Enter name(s) of the ring series for which prices below pertain:_____

ECONOMY 10K Yellow or White Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular (Sample Required 10K White)	1	
Women's Miniature	1	
Men's Large (Sample Required 10K Yellow)	1	
Men's Regular	1	

ECONOMY 14K Yellow or White Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular (Sample Required 14K White)	1	
Women's Miniature	1	
Men's Large (Sample Required 14K Yellow)	1	
Men's Regular	1	

ECONOMY Yellow Alternative to Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular	1	
Women's Miniature (Sample Required)	1	
Men's Large	1	
Men's Regular	1	

Yellow Alternative to Gold: Provide Composition:_____

**ECONOMY CLASS RING
Pricing Evaluation Schedule Class Rings**

ECONOMY White Alternative to Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular	1	
Women's Miniature	1	
Men's Large	1	
Men's Regular (Sample Required)	1	

White Alternative to Gold: Provide Composition: _____

List additional options offered below. Provide a detailed description of each option along with pricing information.

DESCRIPTION	PRICE
Faceted cut stone	
Activity/Sport Option	

Latest on-site order date to insure delivery of economy items on or before May 1st of each year _____

**STANDARD CLASS RING
Pricing Evaluation Schedule Class Rings**

All rings base price shall include three initials; birthstone, onyx, or pearl; and antique finish.
Gold ring prices below are based upon gold at \$_____per TROY OUNCE.
Enter name(s) of the ring series for which prices below pertain:_____

STANDARD 10K Yellow or White Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular (Sample Required 10K White)	1	
Women's Miniature	1	
Men's Large (Sample Required 10K Yellow)	1	
Men's Regular	1	

STANDARD 14K Yellow or White Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular (Sample Required 14K White)	1	
Women's Miniature	1	
Men's Large (Sample Required 14K Yellow)	1	
Men's Regular	1	

STANDARD Yellow Alternative to Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular	1	
Women's Miniature (Sample Required)	1	
Men's Large	1	
Men's Regular	1	

Yellow Alternative to Gold: Provide Composition:_____

**STANDARD CLASS RING
Pricing Evaluation Schedule Class Rings**

STANDARD White Alternative to Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular	1	
Women's Miniature	1	
Men's Large	1	
Men's Regular (Sample Required)	1	

White Alternative to Gold Provide Composition: _____

List additional options offered below. Provide a detailed description of each option along with pricing information.

DESCRIPTION	PRICE
Faceted cut stone	
Activity/Sport Option	

Latest on-site order date to insure delivery of standard items on or before May 1st of each year _____

**PREMIUM CLASS RING
Pricing Evaluation Schedule Class Rings**

All rings base price shall include three initials; birthstone, onyx, or pearl; and antique finish.
Gold ring prices below are based upon gold at \$_____per TROY OUNCE.
Enter name(s) of the ring series for which prices below pertain:_____.

PREMIUM 10K Yellow or White Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular (Sample Required 10K White)	1	
Women's Miniature	1	
Men's Large (Sample Required 10K Yellow)	1	
Men's Regular	1	

PREMIUM 14K Yellow or White Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular (Sample Required 14K White)	1	
Women's Miniature	1	
Men's Large (Sample Required 14K Yellow)	1	
Men's Regular	1	

PREMIUM Yellow Alternative to Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular	1	
Women's Miniature (Sample Required)	1	
Men's Large	1	
Men's Regular	1	

Yellow Alternative to Gold; Provide Composition:_____

**PREMIUM CLASS RING
Pricing Evaluation Schedule Class Rings**

PREMIUM White Alternative to Gold

DESCRIPTION	QUANTITY	UNIT PRICE
Women's Regular	1	
Women's Miniature	1	
Men's Large	1	
Men's Regular (Sample Required)	1	

White Alternative to Gold: Provide Composition: _____

List additional options offered below. Provide a detailed description of each option along with pricing information.

DESCRIPTION	PRICE
Faceted cut stone	
Activity/Sport Option	

Latest on-site order date to insure delivery of premium items on or before May 1st of each year _____

STATEMENT OF NEEDS
GRADUATION ACCESSORIES
STAFFORD COUNTY HIGH SCHOOLS
PROPOSAL #66133

The following items are needed for North Stafford High School, Stafford High School, Brooke Point High School, Colonial Forge High School and Mountain View High School.

- A. Graduation Announcements
- B. Personal Cards
- C. Caps, Gowns, Tassels, and Honor Stoles
- D. Diplomas - Inserts
- E. Diplomas - Covers
- F. Miniature Diplomas
- G. Graduation Stationery: e.g., Memory Books, Photo Albums, Thank You Notes, etc.
- H. Senior Keys
- I. Senior Mugs

The following guidelines and specifications shall apply for each item:

- A. The graduation announcements shall have delivery required no later than six (6) weeks prior to graduation date, and the school seal embossed on the front. The announcement shall have a slot to hold personal cards and the paper stock, fold, print type and design shall be selected by each individual class.
- B. The personal name cards shall be paneled and photo engraved. There will be approximately 450 seniors at each high school
- C. The caps and gowns shall be a light weight summer weave. These will be purchased by the students in lieu of rentals. Gold tassels shall be available for the honor graduates as well as honor stoles which shall be included in the Proposal.
- D. The diploma inserts shall include facsimile signatures and be comparable to the diplomas being used presently.
- E. The diploma covers shall be padded and have the school name printed in gold ink on the cover.
- F. A miniature diploma shall be furnished with each diploma and offered as a separate item.
- G. Graduation stationery shall be offered in quantity amounts and be stock items.
- H. Senior keys shall contain the school seal or crest and be available in several options.
- I. Senior mugs shall contain the school seal or crest and be personalized.

Proposals must include a complete explanation of all procedures for:

- A. Proposed method(s) of distribution of informational materials (e.g., brochures, displays, etc.) to students.
- B. Proposed method(s) of order placement including late and/or additional orders. **A sample order form shall be provided with prices and options available.**
- C. Proposed method(s) of payments by students.
- D. Proposed method(s) of distribution of regular and late orders to students.
- E. Proposed method(s) of providing individual adjustments and period of liability.
- F. Proposed method(s) and date(s) for obtaining names on diplomas, for requesting additional diplomas or for deleting diplomas.

Samples are required for all items and shall be provided by the contractor at no charge.

Pricing Evaluation Schedule Graduation Accessories

CAPS, GOWNS, TASSELS, AND STOLES

DESCRIPTION	PRICE
Gown only (Purchase) (Sample Required)	
Gown, Tassel, and Cap (Sample of each item Required)	
Caps (Sample Required)	
Gold Honor Tassel (Sample Required)	
Tassel (Sample Required)	
Honor Stoles (Sample Required)	
Stoles (Sample Required)	

Latest on-site order date available to insure delivery of above items on or before May 1st each year: _____

Pricing Evaluation Schedule Graduation Accessories

DESCRIPTION	PRICE
Announcements w/Two (2) Envelopes (Sample of each Item Required)	
Name Cards, Standard- 100 per box (Sample Required)	
Name Cards, Premium- 100 per box (Sample Required)	
Photo Engraved Name Cards, - 100 per box (Sample Required)	
Tissue Paper Announcement Inserts 25 per package (Sample Required)	
Envelope Seals 24 per package	
Return Address Labels 60 per package (Sample Required)	
Graduation Party Card (Sample Required)	
Thank You Notes 25 per box (Sample Required)	
Personalized Cards 50 per box (Sample Required)	
Memory Album-Deluxe (Sample Required)	
Memory Album-Regular (Sample Required)	
Photo Name Card Album (Sample Required)	
Memory Tassel (Sample Required)	
Class Key with 18" chain (Sample Required)	
Key Ring (Sample Required)	
Charm Ring (Sample Required)	
Graduation Mug (Sample Required)	
Miniature Diploma (Sample Required)	
List additional items offered below. Provide a detailed description of each item along with pricing information. Samples of each are required.	

Pricing Evaluation Schedule Graduation Accessories

Diplomas and Covers

DESCRIPTION	PRICE
Diploma (Sample Required)	
Diploma Cover (Sample Required)	

Latest order date to ensure delivery of above items on or before May 1st each year

**PURCHASE OF GRADUATION ACCESSORIES
FOR STAFFORD COUNTY HIGH SCHOOLS
SCHOOLS - High (9-12)**

ADDRESS/PHONE/FAX#

Brooke Point High School
1700 Courthouse Road
Stafford, VA 22554
540/658-6080
540/658-6072 (fax)

Colonial Forge High School
550 Courthouse Road
Stafford, VA 22554
540/658-6115
540/658-6120 (fax)

Mountain View High School
2135 Mountain View Road
Stafford, VA 22556
540/658-6840
540/658-6855 (fax)

North Stafford High School
839 Garrisonville Road
Stafford, VA 22554
540/658-6150
540/658-6158 (fax)

Stafford High School
33 Stafford Indian Lane
Fredericksburg, VA 22405
540/371-7200
540/371-2389 (fax)

**PURCHASE OF GRADUATION ACCESSORIES
FOR STAFFORD COUNTY HIGH SCHOOLS**

VENDOR INFORMATION FORM

PROPOSAL #

Date: _____

Company Name: _____

Address: _____

Telephone: _____

Name & Title of Person Submitting Proposal: _____

Signature: _____

Print Name: _____

RETURN THIS PAGE

**PURCHASE OF GRADUATION ACCESSORIES
FOR STAFFORD COUNTY HIGH SCHOOLS
RFP #**

**EXCEPTIONS TO RFP GRADUATION
ACCESSORIES**

Company Name _____

Please list any exceptions to the RFP specifications below:

Section Title	Page Number	Explanation of exception and any proposed language

RETURN THIS FORM, IF APPLICABLE

**CERTIFICATION
OF
NO CRIMES AGAINST
CHILDREN**

Contractor acknowledges that the implementation of this Contract requires the Contractor, Contractor's employees or other person that will provide services under this Contract to have direct contact with Stafford County Public Schools students. Therefore, Contractor hereby certifies that neither the Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that pursuant to Code of Virginia 22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such a conviction shall be grounds for the revocation of the Contract to provide such services and, when relevant, the revocation of any license required to provide such services. Stafford County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students under this Contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Type or Print Name and Title of Person
Authorized to Sign by Contractor

Date

Signature of Person Authorized by Contractor

Date

**RETURN THIS
PAGE**

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Purchasing Ordinance 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.
- (b) gross annual income does not exceed ten (10) million dollars.
- (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): _____

RETURN THIS PAGE

STAFFORD COUNTY PUBLIC SCHOOLS
STANDARD CONTRACT FOR SUPPLIES and SERVICES

This Contract is entered into this _____ day of _____ 20__ , 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 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 the 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 Goods and/or Services.

(a) The contractor hereby agrees to provide the following goods and/or services to SCPS:

(b) The goods and/or services shall strictly conform to the specifications set forth in the Request for Proposal for these goods and/or services, and any amendments thereto, and any descriptions or samples provided therewith by the Contractor.

(c) The time, manner and place for performance of such goods and/or 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 Public Schools 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 Stafford County Public Schools's 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 18 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. A contract for the purchase of supplies shall be governed by the Virginia Uniform Commercial Code, Titles 8.1-8.10 of the Code of Virginia (1950, as amended), and such supplies shall be deemed “goods,” as defined therein.

13. Modifications or Changes to this Contract.

(a) Change Orders. The Purchasing Manager, with the concurrence of the Stafford County Public Schools 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 SCPS' 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.

[] 14. Warranties.

Contractor warrants the (1) goods to be provided to SCPS pursuant to this agreement are fit and sufficient for the purposes intended; (2) the goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the goods sold to SCPS pursuant to this agreement conform to the standard required by Paragraph 3 (b) of this Contract.

The Contractor further warrants that the Contractor has title to the goods provided, in that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made in this agreement, together with service warranties and guarantees, shall run to SCPS and its successors and assigns.

[] 15. 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 Stafford County Public Schools and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

16. Inspection

a. All goods and/or supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test

by SCPS, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

b. In case any goods and/or supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, SCPS shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Goods and/or supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Purchasing Manager, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such goods and/or supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies and charge to the Contractor the cost occasioned SCPS thereby; or (ii) may terminate this Contract for default as provide in the clause of this Contract entitled "Termination for Default". Unless the Contractor corrects or replaces such goods and/or supplies within delivery schedule, the Purchasing Manager may require the delivery of such goods and/or supplies at a reduction in price which is equitable under the circumstances.

Acceptance or rejection of the goods and/or supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract, but failure to inspect and accept or reject goods and/or supplies shall neither relieve the Contractor from responsibility for such items that are not in accordance with the Contract requirements nor impose liability on SCPS.

c. The inspection and test by SCPS of any goods and/or supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except in regards to latent defects, fraud, or such gross mistakes as amount to fraud.

17. Contract Administration-Delegation of Authority

Contract administration of the Contract will be performed by the school principal or their designee.

SCPS will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

18. Liability for Loss or Damage

The Contractor shall be liable for any loss, or damage to SCPS property caused by the negligence or willful misconduct of the Contractor, his agents, and employees, and shall indemnify and hold SCPS harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fee, by reason of any suit or action brought for an actual or alleged injury to or death of any person or damage to property other than SCPS property resulting from the performance of the Contract. The Contractor shall submit to the Purchasing Manager within 24 (twenty-four) hours following the occurrence of such damage, loss or injury, a full written report.

19. Disputes.

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Manager, who shall produce his/her 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 Stafford County Public Schools . 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.

20. 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.

[] 21. Additional Provisions.

22. 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.

23. 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.

24. 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.

Lance W. Wolff, CPA
Assistant Superintendent of Financial Services
Stafford County Public Schools

Contractor or Duly Authorized
Representative

Title