Request for Proposals

Williamsburg-James City County Public Schools

Sealed Request For Proposal: Strategic Planning Consultant

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Issue Date: June 27, 2011 **Closing Date:** July 29, 2011@ 2:00 p.m. **RFP Number** #11-0036

All RFP's (one original and four copies) shall be mailed or delivered to:

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
PURCHASING OFFICE, SUITE 300
101-F MOUNTS BAY RD.
WILLIAMSBURG, VA 23185

All proposals received in the Purchasing Office after the designated closing time will not be accepted. All proposals must be SEALED and date/time stamped in the WJCC Purchasing Office. WJCC is not responsible for late or mis-delivery of private couriers or U.S. mail. Vendors will be notified of status and asked to pick up their proposal documents. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 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. All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements or other fiscal/administrative concerns shall be directed to:

Kitty Hall, VCO, Senior Buyer
Phone: (757) 253-6644/6646
Fax: (757) 253-6753
khall@james-city.va.us, hallk@wjcc.k12.va.us

PROPRIETARY INFORMATION YES ( ) NO ( )

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

_____
_____
_____
_____

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Registered Virginia Contractor Class and No._____

Registration Expires _____

State Corporation Commission Number _____

Company Name:_____

License#_____**Type:**_____

Address:_____

City/State/Zip:_____

Telephone:_____FAX:_____

Email Address:_____

Federal Tax ID:_____

Print Name:_____Title:_____

Signature_____Date_____

Acknowledgement of Addendums: #1_____ #2_____

CERTIFICATION PAGE
RETURN THE COVER SHEET PAGE 1 & 2 WITH PROPOSAL SUBMISSION

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS (WJCCPS)
SEALED REQUEST FOR PROPOSAL 11-0036
STRATEGIC PLANNING CONSULTANT

I. Purpose

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified consultants or consulting firms with expertise in strategic planning and assessment that will support the development of the Williamsburg-James City County Public Schools **Five-Year** Strategic Plan. The Consultant will conduct a comprehensive environmental scan analysis that will include a review of the Division's mission, vision and values statements, and emphasize a positive future vision.

Through this sealed Request for Proposal (RFP), the Division is seeking to identify an entity (individual person, firm, partnership or corporation, hereafter referred to as _Vendor') who can most fully meet the needs of the Division as specified in this document and any associated attachments.

II. Scope of Work

WJCCPS is a rapidly growing school system. At the present time there are three (3) high schools with grades 9-12; three (3) middle schools consisting of grades 6-8; and nine (9) elementary schools housing grades K-5. The WJCCPS division's mission is: To be in partnership with families and the community for lifelong learning, independent thinking and responsible citizenship. The Vision of the WJCC School District is to develop a premier school system that expresses the unique character and potential of our community.

Projected student enrollment for school year 2011-2012 is approximately**10,900 s**tudents:

Williamsburg-James City County Public Schools desires to establish a contract with a firm or individual to provide all services, supervision, labor, and equipment necessary to provide Strategic Planning Consulting Services.

Statement of Needs

A. At the April meeting of the Williamsburg-James City County Public Schools Board meeting, approval was given to the superintendent to solicit strategic planning consultant services for the process of strategic planning to begin in Fall of 2011. The strategic plan will be the cornerstone of all strategic initiatives and all educational pursuits in the school division. To be successful, the plan will require substantial research, analysis, assessment and coordination culminating in a bold, visionary and comprehensive five-year plan including specific measurements that will serve as a roadmap that drives future strategic directions for the division. To that end, the Williamsburg-James City County Public School Division seeks a fully qualified consultant (—Consultant") to conduct a comprehensive environmental scan and support the development of the division's strategic 5-year plan.

B. The Consultant will collaborate with the School Board members, Superintendent and designated school senior leadership staff, as well as a division-appointed strategic plan steering committee who will oversee the strategic planning project. The Consultant will assist the division in developing the 2011-2016 Strategic Plan through a well conceived approach for executing a comprehensive environmental scan analysis (external and internal), and through structured and productive retreats, meetings and/or focus groups designed to engage the School Division, community and its major partners and stakeholders in the planning process.

C. The consultant will work with the Superintendent, School Board and Strategic Plan Steering Committee to ensure that a cross-section of as many interested parties who have a stake in shared future are involved as is practical.

D. The consultant will ensure that the focused internal and external conversations are forward-looking, action-oriented and move the division toward creating a shared future, not fixing problems.

E. The consultant will ensure that the frame of reference for focused internal and external conversations is on common ground and not conflict management; in other words, honoring differences not reconciling them.

F. Once the initial round of data gathering is completed, the consultant will work with the school division, its steering committee and a smaller representative group of internal and external stakeholders to develop direction and goals from input gathered.

G. The Consultant will provide the following in support of the development of the school division‘s 2011-2016 Strategic Plan:

1. Collection and Analysis of External Data (Environmental Scan):

   The Consultant shall provide labor, materials, and equipment to provide this service to Williamsburg-James City County Public Schools. The consultant shall ensure that the following, at a minimum, are included in the environmental scan:

   - Conduct focus group discussions and conversations with key stakeholders in the local communities encompassing the school division geography, to include but may not be limited to:

     a. Local entities directly responsible for community development and revitalization efforts—including key community leaders;

     b. Area businesses and business leaders;

     c. Area employers desiring a resource for workforce training and an essential partner in longer-term workforce development efforts;

     d. Internal employees and representative organizations;

     e. Families of present WJCC students

     f. Educational leaders in Virginia‘s Peninsula Region; and

     g. The School Board, alumni and current WJCC students.

     The Consultant must provide transcriptions, tapes of the sessions, summarize the focus group discussions and provide an analysis of feedback collected. This analysis will serve as drivers that will influence the plan‘s focus and direction. In-depth discussions with local business, civic, commerce and education partners are a high priority in determining community needs and WJCCPS‘s future strategic direction in meeting these needs, emphasizing a positive future vision.

   - Develop all questions and focus group processes in coordination with the Superintendent‘s Office and Strategic Plan Steering Committee.

- Conduct an environmental scan of Hampton, Newport News, Poquoson, Williamsburg and James City that highlight the trends and projections locally and nationally (economic, political, technological, etc.); identify critical success factors, educational and employment needs, and driving forces behind regional and statewide competition. The Consultant must be able to complete and present results within the negotiated timeframe.

2. Utilize a comprehensive approach to provide a framework for identifying goals or strategic priorities to assessing the school division. Re-examination of the Division's mission, vision and values statements; Create a vivid description of what success would look like

3. Identification of specific areas of strategic focus for the Division;

H. The School Division desires that the contract commence during the month of September 2011. The Consultant will present interim reports in December and April 2012, and the final strategic planning document by June 2012.

III. PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and (4) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested may result in the purchasing agency requiring prompt submission of missing information and /or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subjected to negotiation.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Offerors will bear their own cost of preparing and submitting responses to the RFP, including the cost of any supplemental responses or oral presentations.

c. Proposals should be organized in the order in which the requirements are presented in the RFP.
    - All pages of the proposal should be numbered.
    - Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page.
    - The proposal should contain a table of contents which cross references the RFP requirements.
    - Extra attachments and technical information which the offeror desires to present that does not fall within any of the requirements of

the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

- Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. 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.

e. Ownership of all data, materials and documentation originated and prepared for the WJCCPS Division pursuant to the RFP shall belong exclusively to the School division and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information act; however, the Offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret of proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

IV. PROPOSAL SUBMISSION – Proposals should contain the following information in the order listed:

1. Original. An authorized representative of the Offeror shall sign the original proposal. This original proposal shall include the following and must be clearly labeled as ―Original."

- The complete original RFP, in printed form, with signed coversheet;
- The original signed RFP Addenda, if any, in printed form;
- All information requested in the RFP, in printed form.
- What, when and how the service will be performed.
- Samples of advertising materials (brochures, videos, television spots, etc.).

2. Copies. Four (4) copies of the proposal shall include the same information as the Original and must be clearly labeled ―Copy"

3. A letter of introduction. The contents of the letter must include the official name and address of the contractor submitting the proposal and the name, address and telephone number, fax number and e-mail address of the person who will be authorized to act on behalf of the contractor and bind the contractor to all commitments made in the proposal. The response shall include:

- A brief narrative confirming your firm's understanding of the objectives and requirements.
- A brief history of your company including number of years providing these services.
- Financial references from banks or other financial institutions attesting to Offeror's credit standing.
- A written narrative statement describing the Offeror's qualifications.

- An overview of the services offered.
- An organizational chart of your company. Identify names and positions on the chart assigned to the WJCCPS account.
- Resumes for the persons who will manage the account on a day-to-day basis, including those individuals who will back up the manager, and who will have final responsibility for account management, creative execution, and strategy development.
- A statement about the Offeror's ability to complete the job within the required timeframe.
- A description of the benefits to WJCCPS of using your firm's services.

4. Specific Plans. Describe specific plans for providing the proposed service including what, when, and how the service will be performed. A description of the approach to be used. This description shall include specific activities planned to address each of the items listed in The Statement of Needs of this RFP. A specific work plan and schedule including milestone project tasks, deliverables and timeframes for their completion shall be included. In addition, the project plan shall include a description of anticipated needs for access to resources of WJCCPS, including access to WJCCPS staff needed during the project.

5. Proposed Price. Provide a complete pricing schedule.

6. References. List three (3) clients for whom your firm has provided the same or similar services. This list must include the name and location of each client site and identify contact names and telephone numbers.

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the school division This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The school division will schedule the time and location of these presentations. Oral presentations are an option and may or may not be conducted.

Proposals should be as thorough and detailed as possible so that Williamsburg-James City County Public Schools may properly evaluate your capabilities to provide the required goods/services. The extent to which these requirements are met or exceeded shall be considered in determining the quality of the proposal. However, it should be noted that price is considered in making the award and in determining the value of the Offeror's proposal.

V. EVALUATION AND AWARD CRITERIA

Proposals will be evaluated by using the following criteria. The criteria are not necessarily given below in priority order.

	CRITERIA	POINTS
2.	Experience	25
3.	Capacity to Execute Project	25
4.	Approach to Providing the Service	25
5.	Price	25

VI. Award Document

This RFP, the successful offeror‘s response and any negotiated terms shall be incorporated into a Williamsburg-James City County Public School‘s contract document. Any concerns regarding the terms and conditions of this solicitation shall be addressed within the proposal response.

The offeror shall inform himself in full of the conditions relating to the performance terms and conditions. Failure to do so shall not relieve the successful offeror of his obligations to carry out the provisions of this proposal and to complete the Scope of Work outlined herein.

VII. General Terms And Conditions (see Attachment A)

VIII. Special Terms And Conditions

Insurance:

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor‘s performance of the Work and Contractor‘s other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. **Workers Compensation and Employers Liability**

Coverage A - Statutory
Coverage B - $100,000/$100,000/$500,000

A broad form of all states endorsement should be attached.

B. **Commercial General Liability Including Contractual and Completed Operations.**

Limit of Liability $1,000,000 Per Occurrence

C. **Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage**

Limit of Liability $1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer‘s non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. **Excess Liability**

Contractors have the option of meeting the insurance requirements of B and C above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in B and C.

E. **Self Insured Retentions, Deductibles and Aggregate Limits**

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

A. Certificates of insurance on the insurance carrier‘s standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

3. Williamsburg-James City County Public Schools shall be named as an Additional Insured on the Commercial General Liability on a primary basis. Williamsburg-James City County Public School‘s Commercial General Liability shall not contribute in any loss payment insured under the Contractor‘s Commercial General Liability policy.

WILLIAMSBURG-JAMES CITY COUNTY SCHOOLS (WJCC)
REQUEST FOR PROPOSALS 11-0036
STRATEGIC PLANNING CONSULTANT

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1.0 Applicable Law and Courts: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts resolved in the Circuit Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

2.0 Authority: The Buyer has the sole responsibility and authority for issuance of invitations for bid, requests for proposal, placing and modifying invitations, requests issued by and for the Schools. In the discharge of these responsibilities, the Buyer may be assisted by delegating to other Purchasing Department staff. The Purchasing Agent is authorized to order supplies or services, enter into purchase negotiations or contracts, and obligate the Schools for indebtedness. Any purchase orders or contract made which is contrary to these provisions and authorities shall be of no effect and void, and the Schools shall not be bound thereby.

3.0 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 the WJCC Public Schools. By submitting their offers, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier manufacturer or subcontractor in connection with their bid, and that they have not conferred any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.0 Immigration Reform and Control Act of 1986: By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5.0 Anti-trust: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the WJCC Public Schools all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and James City County, relating to the particular goods or services purchased or acquired by the WJCC Public Schools under said contract. Consistent and continued tie bidding could

cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

6.0. Payment to Subcontractors: A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the WJCC Public Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the WJCC Public Schools and the subcontractor(s) in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the WJCC Public Schools, except for amounts withheld as stated above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be obligation of the WJCC Public Schools.

7.0. Qualifications of Offerors: The WJCC Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to WJCC Public Schools all such information and data for this purpose as may be requested. The WJCC Public Schools reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The WJCC Public Schools further reserves the right to reject any proposal if the evidence submitted by or investigations of, such Offeror fails to satisfy the WJCC Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

8.0. Testing and Inspection: The WJCC Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

9.0 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Buyer.

10.1 Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the WJCC Public Schools, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the WJCC Public Schools may have.

11.0. Non-Appropriation: All funds for payments of items ordered under this agreement are subject to the availability of WJCC Public Schools appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the

event of non-appropriation of funds by the WJCC Public Schools for the items under this contract, the WJCC Public Schools will terminate this contract. Written notice will be provided to the contractor as soon as possible after WJCC Public Schools action is completed.

12.0. Anti-Discrimination: By submitting their offer, Offerors certify to the WJCC Public Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over $10,000 the provisions in A and B below apply:
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, handicap, sex or national origin, except where religion, sex or national origin is a bonafide 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 seeing 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, will state that such Contractor is an equal opportunity employer.

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

2. The Contractor will include the provisions of 1. above in every subcontract or purchaseorder over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

13.0. Debarment Status: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of WJCC Public Schools, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of WJCC Public Schools.

14.0 Mandatory Use of WJCC Public Schools Terms and Conditions: Failure to submit the WJCC Public Schools proposal certification page/form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the WJCC Public Schools reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

15.0 Invoices: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the WJCC Public Schools IFB/RFP number and/or purchase order number.

16.0 Payment Terms: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.

17.0 Disputes: Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the WJCC Public Schools within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the WJCC Public Schools. The Contractor may not institute legal action prior to receipt of WJCC Public Schools' decision on the claim unless he fails to render such decision within 120 days. The decision of Purchasing Agent or other signatory on the Contract shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of WJCC Public Schools to render a decision within 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of WJCC Public Schools' failure to render a decision within 120 days shall be the Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

18.0 Protest of Award or Decision to Award: Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Director of Finance no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall be for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Director of Finance shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of the written decision by instituting legal action.

19.0 Official Not to Benefit: Each Offeror shall certify upon signing a bid that, to the best of their knowledge, no County/School official or employee having an official responsibility for the transaction or a 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(s) 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 recession of the contract made, or could affect payment pursuant to the terms of the contract.

20.0 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

21.0 Indemnification: The Contractor covenants to save harmless and effectually indemnify the County and or Public Schools against all actions and proceedings, costs, damages, expenses including attorney's fees, claims and demands whatsoever committed by the Contractor, his Sub-contractor, employees or agents by whosoever brought by reason of the performance of the said Work.

22.0 Insurance: By signing and submitting a bid or proposal under this solicitation, the Bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Williamsburg-James City County Public Schools requires the Contractor to furnish certificates of insurance for the coverage required. A thirty (30) day notice of cancellation or non-renewal must be given to the WJCC. The Williamsburg-James City County Public Schools is to be named as an additional insured.

INSURANCE COVERAGE AND LIMITS REQUIRED:

Commercial General Liability	
Liability per year (aggregate)	$1,000,000
Liability per occurrence	$1,000,000
Medical Payments to Others	$ 5,000
Products and Completed Operation	$2,000,000
Personal and Advertising Injury	$2,000,000
Fire Legal Liability	$ 50,000
Business Automobile	
Policy Combined Single Limit	$1,000,000
Medical Payment	$ 1,000
Uninsured Motorist	$1,000,000
Workers Compensation and Employers Liability	
Statutory Coverage	Virginia
Coverage B Limits	$100/$500/$100,000
Umbrella Liability	
Limits Per Occurrence	$1,000,000

Limits Per Year $1,000,000

23.0 Audit: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by WJCC Public Schools, whichever is
sooner. The agency, its authorized agents, and /or WJCC Public Schools auditors shall have full access to the right to examine any of said materials during said period.

24.0 Competition Intended: It is the intent of WJCC Public Schools that this Request for Proposal permit competition. It shall be the Offeror's responsibility to advise the Schools in writing if any language, requirements, specifications, etc., or any combinations thereof, inadvertently restrict or limit the requirements stated in this RFP to a single source. Such notification must be received by Williamsburg-James City County Public Schools Purchasing Department not later than ten (10) days prior to the date set for acceptance of proposal.

25.0 WJCC Public Schools Right to Reject: WJCC Public Schools reserves the right to reject any and all proposals received in response to this request, or to negotiate separately in any manner necessary to serve the best interest of the Schools. Offerors whose proposals are not accepted will be notified in writing.

26.0 Contract Inclusion: The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror(s) will be expected to sign a contract with WJCC Public Schools.

27.0 Addendum and Supplement to Request: If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued. Questions regarding the contents of the RFP shall be addressed to the Purchasing Department in writing by fax or in person no later than seven (7) business (working) days before the due date. Agents of the Purchasing Department will make every effort possible to dispense addendums to bidders; however, it is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a bid/proposal.

28.0 Drug Free Workplace: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on WJCC property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and,
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by WJCC in addition to any criminal penalties that may result from such conduct.

29.0 Notice of Award: Upon final approval by the WJCC School Board, notice of contract award will be publicly posted in the Purchasing Office.

30.0 Felony Conviction: The Contractor acknowledges and certifies that all employees of the contractor and sub-contractors performing work on school division property are not convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The contractor further acknowledges and certifies that it understands that allowing any person subject to the direct or indirect control of the contractor to perform work or enter on school division property if such person has been convicted of such a crime constitutes a breach of contract and may result in default action being taken by the school division in addition to any criminal penalties that may result from such conduct.

31.0 All firms responding to this RFP shall be registered in the state of Virginia. Evidence of positive past performance shall be provided.

32.0 Authorization to Transact Business, State Registration of Contractors (if applicable) and County Business License. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to 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 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.

Attention is directed to Chapter 11, title 54.1 of the Code of Virginia (Re: State registration of contractors), which requires that all bidders/offerors must show evidence of the proper license under the provision of this chapter before such bid is considered.

All firms doing business in James City County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in James City County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Business License Inspector, Telephone (757)253-6698.