

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
REQUEST FOR PROPOSAL (RFP)**

Issue Date: October 29, 2009 RFP# DOE 2010-03

Title: Low Achieving Schools Turnaround Partners

Commodity Code: 92471 - School Operation and Management Services

Issuing Agency: Commonwealth of Virginia
Department of Education
101 North 14th Street, 21st Floor
Richmond, Virginia 23219

Initial Period of Contract: Date of Award through June 30, 2013 (Renewable)

Sealed proposals will be received until 2:00 PM, December 11, 2009, for furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

All inquiries, questions, and requests for information should be directed via e-mail to wiley.rowsey@doe.virginia.gov or martin.fields@doe.virginia.gov or by phone at 804-225-3576.

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

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: Martin Fields, Associate Director for Procurement, Department of Education, 101 North 14th Street, 21st Floor, Richmond, Virginia, 23219.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

OFFEROR Information:

Date:	_____
By:	_____
	(Signature in Ink)
Name:	_____
	(Please Print)
Title:	_____
Phone:	() _____
Fax:	() _____
FEI/FIN NO.	_____
E-mail:	_____

_____ Zip Code _____	

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held at **10 AM on November 13, 2009 (Reference: Page 3, Section I, last paragraph herein).**

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I. **PURPOSE**

The Virginia Department of Education (VDOE) is seeking sealed proposals from qualified sources to serve as Lead Turnaround Partners (LTP) on an as needed, when needed basis to develop and implement an academic program for one or more of the core discipline areas of math, science, social studies and language arts for students in persistently low-achieving public schools. Persistently low-achieving schools for the purpose of this RFP are those schools that are denied accreditation and/or are in restructuring as sanctioned by the *No Child Left Behind Act of 2001*.

The VDOE intends to make multiple contract awards from which applicable divisions, a group of schools or individual schools within a region can select an LTP. The potential exists that multiple LTP choices will be available for each region. There is no guarantee that if selected for award that each LTP will be chosen to serve a division or school. VDOE will disseminate to Virginia public schools and divisions the Lead Turnaround Partner contract list. Divisions, groups of schools and individual schools will have the option to select any LTP identified from the list that was awarded a contract for their particular region. The divisions or schools will establish the time period for performance of services by the selected LTP and at the contracted price established as a result of this RFP. The LTP may reject its selection provided it can demonstrate that its current commitments or lack of sufficient resources will not allow for timely and quality performance. In that case the division or school may select another LTP.

The resulting contract from this RFP will not include the direct payment of invoices from VDOE to the LTP as all services provided must be billed directly to the contracting division or school for payment.

An optional pre-proposal conference will be held at 10 AM, November 13, 2009, at the James Monroe Building, 101 N. 14th Street, Richmond, Va., 22nd floor conference room. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Offerors should bring a copy of the solicitation to the pre-proposal conference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

II. **BACKGROUND**

The main purpose of the *Lead Turnaround Partner Provider* is to increase student achievement in the persistently lowest-performing schools. The conceptual framework for *Lead Turnaround Partner* was created using the work published in *The Turnaround Challenge* by the Mass Insight Education and Research Institute. A full copy of the report can be found at: <http://www.massinsight.org/turnaround/reports.aspx>

This model creates a turnaround zone for a school or a cluster of schools. Divisions could form a consortium to engage an LTP to work with a cluster of schools within the consortium. The purpose of this zone is to provide parents of students in persistently low-performing schools with choice and to provide students with an opportunity for additional research-based instructional resources to increase student achievement. This model is centered on the Lead Turnaround Partner (LTP) providing an outside-the-system approach inside-the-system. Under the ultimate authority of the school divisions' local school

boards, the LTP will lead the reform effort within the turnaround zone and be given increased ability to act and authority to make choices. The program within the turnaround zone will focus on instruction in the four core content areas of math, science, social studies and language arts.

The LTP will bring in increased resources to the students served. These resources include people, time, money and programs and are discussed later in this RFP. Triggered by parental choice, a school or cluster of schools in a turnaround zone must be led by an LTP that provides deep, systemic instructional reform.

III. STATEMENT OF NEEDS

- A.** The contractor shall furnish all labor and resources to increase student achievement using the following desired approaches and/or other VDOE accepted approaches proposed as a result of this RFP and those that may be refreshed/added during the performance of the contract:
1. Provide formative and ongoing reports on program effectiveness to include, but not limited to, student achievement, parental involvement, student attendance, and student discipline.
 2. Employ research-based strategies that provide an immediate and dramatic turnaround in student achievement.
 3. Work with the school division to recruit and recommend teachers and a leader(s) who have a proven record of success of increasing student achievement.
 4. Recommend necessary restructuring of teacher and leader contracts.
 5. Develop and engage teachers and the leader in professional development aligned to programmatic goals.
 6. Promote student motivation for learning.
 7. Secure parental commitment and involvement through school choice.
 8. Promote parental capacity to support student engagement, motivation, and learning within school, at home and in the community.
 9. Work with the school division to expand community support to garner human resources needed for reform.
 10. Evaluate teacher and leader performance and outcomes and make staffing recommendations accordingly.
 11. Develop constructive relationships with existing school personnel.
 12. Recommend changes to the school calendar according to student and program needs, for example, year-round schools or extending the length of the school day.
 13. Require commitment from parents to allow for additional time for instruction (such as after school support).
 14. Work with the school division to obtain a commitment from teachers to allow for additional time for instruction and professional development.
 15. Provide comprehensive, coherent, manageable and integrated instructional and support programs.
 16. Recommend which existing programs are to be continued and which programs are to be eliminated.
 17. Consistent with the state Standards of Learning recommend alignment of curriculum, instruction, classroom formative assessment and sustained professional development to build rigor, foster student-teacher relationships, and provide relevant instruction that engages and motivates students.

18. Organize programming to engage students' sense of adventure, camaraderie, and competition.
19. Develop and implement evidence-based discipline programs that minimize time out of school and/or class.
20. Identify and recommend supporting partners to address social, emotional and behavioral issues (e.g., over-age students).
21. Identify and obtain adequate materials from school system resources (such as the Algebra Readiness Diagnostic Assessment (ARDT) or benchmark assessments).
22. Identify and recommend outside resources needed in the reform effort.
23. Develop and recommend a budget to the School Board based on available per pupil amounts of local, basic Standards of Quality (SOQ), school improvement, appropriate Title monies, and special education funding in addition to other sources identified and aligned specifically for the turnaround zone.
24. Work with school division to seek outside funding from the greater community (business, private foundations, federal and state sources) to support the reform effort.
25. Integrate all academic and support services.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and 5 copies of each proposal must be submitted to the issuing agency. In addition, submit one (1) electronic copy on a CD or USB flash drive and one (1) electronic redacted version, if applicable (see below paragraph f.). 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 should be submitted. Failure to submit 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 by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject 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.
 - 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. 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. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. 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.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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 § 2.2-4342F 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 or 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.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. 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 issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the VDOE may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 2. A written summary statement to include:
 - a. Experience in providing the same or similar services contemplated herein.
 - b. Names, qualifications and experience of key staff that would be assigned to a project, including an explanation of how additional resources, if needed, would be identified and retained.
 - c. Verifiable data (names of schools, addresses, dates, etc.) that demonstrates the offeror's past effectiveness in increasing student academic achievement.

3. A written narrative explaining:
 - a. In your opinion, what does it take to be successful in a turnaround environment?
 - b. Why you or your organization should be selected to perform this service in Virginia school divisions?
 - c. Your approach to meeting each of the 25 listed desired approaches under Section III.A., STATEMENT OF NEEDS. The offeror should identify each of the approaches by number in its proposal and elaborate upon each as to its potential effectiveness. The offeror is encouraged to propose and explain additional creative approaches.
4. List at least three (3) references for which the same or similar services were provided to include contact name, address and phone number.
5. Propose a base per student unit price and regions where offeror will agree to provide services (indicate in the pricing schedule, Section X of this RFP)

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the VDOE using the following criteria:

<i>ITEM</i>	<i>CRITERIA</i>	<i>POINT VALUE</i>
1.	Experience in providing the same or similar type service	20
2.	Qualifications of key staff	10
3.	Past effectiveness in increasing student academic achievement	20
4.	Description of what is required to be successful in a turnaround environment	10
5.	Explanation as to why the offeror should be selected to perform the services	5
6.	Approach to meeting the services	25
7.	References	5
9.	Proposed per student base unit price	5
	<i>Total</i>	<i>100</i>

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. **PROGRESS REPORTS:** Each contractor shall submit a written monthly progress report (through a single sign-on web site to be provided later) to the school division/public school and the VDOE Office of School Improvement by the 15th of the month following the month services were provided detailing the following listed items:
1. Cumulative enrollment data for each student by student ID and by name. Such data must include daily attendance information including number of absences, tardiness, discipline referrals, out-of-school suspensions and in-school suspensions by infraction and by teacher, and parental request meetings by infraction and by teacher.
 2. Student achievement data including grades for the nine weeks, diagnostic data, benchmark assessment data, progress monitoring assessment data, and SOL assessment data, if available.
 3. Teacher recruitment activities, teacher professional development activities (including agendas of all staff meetings), and teacher absenteeism.
 4. Completed teacher evaluations and observations.
 5. Core SOL curriculum taught during the month including all essential skills and knowledge in each of the four core content areas.
 6. Number of minutes provided during the month for extended learning opportunities for each student and cumulatively.
 7. Report on the development and coordination of supporting partnerships.
 8. Line item budget expenditures for each month.
 9. Report of parental development activities.
 10. Any other report requested by the local school board.
- B. Payment under the contract may be withheld until such report is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.
- C. Within 30 days after completion of each contract the contractor shall submit a final summary report highlighting accomplishments to the school division/school and to the VDOE Office of School Improvement. The final report should include any recommendations for future consideration by the school division/school.

VII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. 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, sex, national origin, age, 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, 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 these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, 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.

- F. DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:**
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:
 - a. 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 state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately

determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. 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 Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. 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 Commonwealth, except for amounts withheld as stated in (2) 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 an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The

Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a

claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. 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 contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

T. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. OFFERED PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in US dollars.

VIII. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the VDOE and public schools will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

- B. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. IDENTIFICATION OF PROPOSAL ENVELOPE:** The proposal must be returned in a sealed envelope or package and should be identified as follows:

From: _____	December 11, 2009	2:00 PM
Name of Bidder/Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP No. DOE 2010-03	
_____	Low Achieving Schools Turnaround Partners	
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyer: Wiley C. Rowsey

The envelope or package should be addressed as directed on Page 1 of the solicitation.

If a proposal is not clearly marked as described above, it may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope or package.

- E. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three (3) successive one year periods under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- F. PRICE ADJUSTMENTS:** The unit prices will remain fixed for the first two years of the contract; however, adjustments may be authorized by the VDOE to be effective beginning on the third year of the contract and each renewal year thereafter. The Contractor must submit in writing to the VDOE Procurement Office any request for price adjustments at least 60 days in advance of the effective date. Such requests shall be limited to changes in the Contractor's cost for providing the services and shall not exceed 4%. The US Department of Labor, Bureau of Labor Statistics,

Consumer Price Index CPI-W (Other Services Category) for the latest 12 months will be used as a guide by VDOE to verify any price adjustment requests. The Contractor shall document the basis for the requested amount. Such documentation shall be supplied with the Contractor's request for adjustment and certify that the requested price adjustment is general in scope and not applicable just to the Commonwealth of Virginia.

G. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

H. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to students and staff will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

I. CERTAIN CRIMES AND CHILD ABUSE: Pursuant to subsection C of § 22.1-296.1 of the *Code of Virginia* the contractor shall, prior to commencing performance, provide certification to the contracting school division/school that all employees who will have direct contact with students on school property have not been convicted of a felony or any offense involving the sexual molestation or physical abuse or rape of a child. Any additional or replacement contractor employee assigned to work on school property during performance of the specific contract shall require prior certification.

J. AUTHORIZED USERS: This procurement is being conducted on behalf of all Virginia public school divisions and public schools who will be the only authorized users of the contract. The school divisions or individual schools may place orders for services in accordance with the terms of the contract. No other terms and conditions may be imposed upon the contractor(s) by the ordering entity unless reduced to writing and accepted by the contractor. Any unresolved contractual disputes must be referred to the Virginia Department of Education Procurement Office for resolution.

IX. METHOD OF PAYMENT: The Contractor shall submit a monthly invoice by the 10th of the month following the month of service at the contracted unit price(s). The invoice shall provide sufficient detail to validate goods provided and services performed. The division or school will make payments within forty-five (45) days of receipt of complete and accurate invoices. Invoices must be submitted to the ordering division or school, not to the VDOE. Invoicing shall be based on per student per school year.

- X. PRICING SCHEDULE AND SERVICE REGION(S):** The proposed base unit price must not include any costs related to rental of real estate or office space, student transportation, student meals or student housing. The proposed base unit price shall include only those costs related to instruction and be uniform regardless of the Region(s) selected to provide services. The proposed base unit price must be all inclusive (overhead, profit, travel, teacher, administrator, instructional support, etc.), except for the exclusions indicated above. The offeror should consider the average Full time Equivalent (FTE) annual salary for teachers as \$51,902, principals as \$92,174, assistant principals as \$76,770 and instructional aides as \$18,877.

\$ _____ BASE UNIT PRICE PER STUDENT PER SCHOOL YEAR FOR UP TO 20 STUDENTS

\$ _____ BASE UNIT PRICE PER STUDENT PER SCHOOL YEAR FOR 21 OR MORE STUDENTS

The offeror may attach a list of known additional unit pricing for items and services not included in the above base unit price, such as for additional support, additional instructional time, costs of curriculum and instructional materials, etc. It is also recognized that additional costs not proposed for purposes of the contract may be incurred by the contractor based on demands of the ordering entity in carrying out the services contemplated herein; therefore, the contractor and ordering entity may negotiate additional charges to be imposed and may negotiate changes to the original order during performance. The base unit price and any additional unit prices submitted with the proposal shall not be subject to change except as authorized by the VDOE in accordance with the terms and conditions contained herein.

Place initials by one or more of the below listed 8 regions (research listed hyperlinks for locations) where the offeror agrees to provide onsite services if and when requested:

____ Region 1: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=1>

____ Region 2: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=2>

____ Region 3: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=3>

____ Region 4: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=4>

____ Region 5: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=5>

____ Region 6: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=6>

____ Region 7: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=7>

____ Region 8: <https://p1pe.doe.virginia.gov/edudirectory/divisionList.do?region=8>

Offeror's Company Name: _____

Offeror's Signature: _____

Note: Sign and attach this page to the cover page when submitting your proposal.