



## Arlington Public Schools

### PROCUREMENT OFFICE

2110 Washington Boulevard., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681

Website: [www.apsva.us](http://www.apsva.us)

### Cover Letter

February 25, 2020  
Public Consulting Group, Inc.  
Attn: Paul Mancini  
4491 Lake Brook Dr., Suite 190  
Glen Allen, VA 23060  
[pmancini@pcgus.com](mailto:pmancini@pcgus.com)

Subject: Contract No. 64FY20 – Performance and Accountability Monitoring Consulting Services

Dear Mr. Mancini:

A Contract is being offered to Public Consulting Group, Inc. (“Contractor”) for Performance and Accountability Monitoring Consulting Services. Please arrange for an officer or authorized agent of the Contractor to sign the Agreement and return it to the Procurement Office for signature by Arlington Public Schools (APS) Procurement Agent. A copy of the fully executed Contract will be returned to you for your files.

Together with the signed Agreement you are required to arrange to have a copy of this Cover Letter returned to this office with the fields shown below fully completed. The Procurement Agent will not fully execute the Contract until the completed Cover Letter has been received by the Procurement Office.

**Federal ID Number:** 04-2942913

**Arlington License Number:** \_\_\_\_\_

**State Corporation Commission (SCC) Identification Number:**

If Contractor is a stock or nonstock corporation, a limited liability company, a partnership, or a limited partnership, or any other form of entity organized or authorized to “transact business” in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code, the Contractor shall check the appropriate line below and provide any required information:

1.  The Contractor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC. The Contractor’s identification number issued by the SCC is f-143289-9. *(The SCC number is NOT your federal tax Identification number).*

2.  The Contractor is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC; and such the Contractor’s identification number issued to it by the SCC is: \_\_\_\_\_.

3.  The Contractor does not have an identification issued to it by the SCC. Certain limited business activities are specifically excluded from the definition of “transacting business” the Contractor is required to state the exclusion(s), as defined under §13.1-1059.

\_\_\_\_\_  
\_\_\_\_\_

**Debarment Status:**

The Contractor shall indicate, in the space provided below, whether or not it, or any of its principals, is/are currently debarred from entering into a Contract/submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from entering into a Contract/submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision. An affirmative response may be considered grounds for not entering into a Contract. This statement shall also apply to any subcontractor(s) the Contractor intends to use in the performance of a resulting Contract.

The Contractor is required to check the appropriate line and provide any required information:

- No, the Contractor or any subcontractors it intends to use in the performance of a resulting contract, are not currently debarred from entering into a Contract /submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision
  
- Yes, the Contractor and/or \_\_\_\_\_ (name of subcontractor(s)) is/are currently debarred from entering into a Contract/submitting bids or proposals to Arlington Public Schools, Virginia, or any other state or political subdivision.

**Contractor Certification Regarding Criminal Convictions Form:**

Return with the Cover Letter a completed Contractor Certification Regarding Criminal Convictions at Attachment D. .

**Certificate of Insurance:**

Within ten (10) calendar days of the date the Agreement is signed by the Arlington Public Schools, you are requested to furnish: a Certificate of Insurance. The certificate shall name the Arlington County School Board as additionally insured except for Workers' Compensation and Automobile Liability with respect to Contract #64FY20, Performance and Accountability Monitoring Consulting Services. Coverage afforded by the policies listed shall be primary to all other insurance. The "Description of Operations" space shall include the Arlington Public Schools contract number and name. Evidence of the additional insured status should be typed on a separate insurance company issued endorsement.

Thank you for your prompt attention to this matter.

Sincerely,



Joshua A. Makely, CPPO, CPPB  
Assistant Director of Procurement  
Office: (703) 228-6126  
Email: [joshua.makely@apsva.us](mailto:joshua.makely@apsva.us)



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### Agreement

#### Contract Title: Performance and Accountability Monitoring Consulting Services

This Contract 64FY20 is made and entered into this 27<sup>th</sup> day of February, 2020, the date the Agreement is fully executed by the Procurement Director/Procurement Agent, by and between Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) and Public Consulting Group, Inc. (“Contractor”), whose address is 4491 Lake Brook Dr., Suite 190, Glen Allen, VA 23060.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

**1. Scope of Work:**

The Scope of Work for this Contract generally is described as to provide as requested by APS the Performance and Accountability Monitoring Consulting Services (“the Work”), as set forth in greater detail in Attachment A, Scope of Work.

**2. Contract Price:**

2.1. The Contract Price shall be as set forth in Attachment B – Pricing Schedule.

2.2. APS will not compensate the Contractor for any Goods or Services beyond those included in Attachment B unless those additional Goods or Services are covered by a written Change Order amending this Contract

2.3. The Contract Prices set forth in Attachment B include all costs, expenses, including reimbursable expenses, to provide the Goods or Services described in this Contract.

**3. Contract Documents:**

3.1. The documents which form the entire Contract between APS and the Contractor (“Contract Documents”) are as defined in this Agreement and are as set forth below.

- 3.1.1. Agreement, and all modifications properly incorporated in the Agreement
- 3.1.2. Attachment A – Scope of Work
- 3.1.3. Attachment B – Pricing Schedule
- 3.1.4. Attachment C – General Terms and Conditions
- 3.1.5. Attachment D – Contractor Certification Regarding Criminal Convictions
- 3.1.6. Attachment E – Sample Purchase Order
- 3.1.7. Attachment F – Certificate(s) of Insurance
- 3.1.8. Attachment G – Non-Disclosure and Data Security Agreement
- 3.1.9. Attachment H – Student Data Usage and Privacy Agreement
- 3.1.10. Attachment I – Project Charter



- 3.2. In the case of a conflict, the order of precedence shall be as follows:
- 3.2.1. Agreement and all modifications properly incorporated in the Agreement
  - 3.2.2. Attachment I – Project Charter
  - 3.2.3. Attachment A – Scope of Work
  - 3.2.4. Attachment B – Pricing Schedule
  - 3.2.5. Attachment C – General Terms and Conditions
  - 3.2.6. Attachment H – Student Data Usage and Privacy Agreement
  - 3.2.7. Attachment G – Non-Disclosure and Data Security Agreement
  - 3.2.8. Attachment D – Contractor Certification Regarding Criminal Convictions
  - 3.2.9. Attachment E – Sample Purchase Order
  - 3.2.10. Attachment F – Certificate(s) of Insurance
- 3.3. All provisions required by law to be included in this Contract or otherwise applicable to this Contract shall be deemed to be a part of this Contract, whether actually set forth herein or not.
- 3.4. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, ambiguity or discrepancy in the Contract Documents, it shall immediately, in writing call such conflict, error, ambiguity or discrepancy to the attention of the Owner before proceeding with the Work affected thereby. The Owner will promptly resolve the matter in writing. Work done by the Contractor after such conflicts, errors, ambiguities or discrepancies are discovered, or in the exercise of reasonable care reasonably should have been discovered, prior to written resolution thereof by the Owner shall be done at the Contractor’s expense and risk. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- 3.5. The Contractor will be held to a standard of strict compliance with the requirements of the Contract Documents in the performance of the Work, for giving Notice of any type to the Owner, and for making any submittal required for any purpose. The Contractor acknowledges and agrees that all time requirements set forth in the Contract Documents for any purpose are of the essence.

**4. Definitions:**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

**5. Contract Term:**

- 5.1. The initial term of this Contract shall commence on January 6, 2020 and expire on June 30, 2021 (‘Contract Period’), unless otherwise stated as provided in the Contract Documents.
- 5.2. This Contract may be renewed for a term not to exceed one (1) year (‘Option Year’) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Contract Period or Option Year. No representative of APS has any authority to order, direct, or request work after expiration of the Contract Period or Option Year and prior to an Option Year in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed three (3) additional one-year periods at the same terms and conditions.
- 5.3. Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

**6. Contract Price Adjustment:**

- 6.1. The Contractor agrees that prices shall remain firm for the Contract Period. If consideration is to be given to adjusting the price after the Contract Period or an Option Year, the price may be adjusted only upon approval of a written request to the Procurement Agent. Upon receipt of the Contractor's request, APS shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
- 6.2. The request for an adjustment in the price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the adjustment requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc.)
- 6.3. The request must be received at least thirty (30) days prior to the effective date of the expiration of the Contract Period or Option Year and shall become effective only upon approval by the Procurement Agent. The adjusted price shall not apply to orders received by the Contractor prior to the effective date of the approved increased price. Orders placed via Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The Procurement Agent may cancel, without liability to either party, any portion of the Contract affected by the requested adjustment and any materials, supplies or Services undelivered at the time of such cancellation.

**7. Non-Appropriation:**

All funds for payments by APS under any Contract awarded are subject to the availability of an annual appropriation for this purpose by the APS. In the event of non-appropriation of funds by the APS for the Goods or Services provided under the Contract, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the Services covered by this Contract is spent, whichever event occurs first. APS will endeavor to provide reasonable Notice of such termination, but no formal notice of such termination is required of APS, and APS shall not order any Goods or Services to be provided after such termination date.

**8. Right to Terminate Contract:**

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

**9. Direction to Proceed:**

- 9.1. For Work to be performed by Contractor under this Contract, the Director/Procurement Agent will issue a Purchase Order. The Purchase Order will define the location of the Work to be performed and will define or, where specific definition cannot be provided, will estimate, the scope of the Work to be performed, the dates within which that Work is to be performed, and the price for that Work (collectively "Purchase Order Work"). A sample Purchase Order form is attached as Attachment F. Contractor shall not commence any Work until a written Purchase Order has been issued by the Procurement Director/Procurement Agent, and if it does so APS will be under no obligation to make payment for any Work performed prior to the issuance of the required Purchase Order. No employee or agent of APS other than the Procurement Director/Procurement Agent or his properly authorized designee has authority to make any purchases or otherwise bind APS contractually. If a Purchase Order is issued by anyone other than the Procurement Director/Procurement Agent, it shall be the responsibility of the Contractor to confirm the authority of that person to bind APS. Provided, however, if the Contractor has received from the Procurement Director/Procurement Agent prior written confirmation of a person's authority to bind APS, the Contractor may rely upon all Purchase Orders issued by that person within the scope of the stated authority as authorized.
- 9.2. Notwithstanding the foregoing, if the circumstances are such that there is not sufficient time for issuance of a Purchase Order, APS through the Director/Procurement Agent or his authorized designee may direct the Contractor to proceed by less formal writing or electronic communication,

to be replaced by a Purchase Order by 5:00 P.M. on the next regular APS working Day following issuance of such Owner directive. Further, if emergency conditions exist which necessitate that the Contractor act to avoid or mitigate damage to person or property, the Contractor shall proceed and give written Notice to APS of such emergency Work by 5:00 P.M. on the next regular APS Working Day following commencement of such emergency Work.

**10. Estimated Quantities; No Guaranteed Minimum:**

During the Contract Period or any Option Year, the Contractor will furnish all of the Goods or Services described in the Contract Documents of Contractor by APS. The Contractor understands and agrees that there are no guaranteed minimum purchases and that APS has no obligation to the Contractor if no, or fewer, items or Services than any quantities estimated are required or requested by APS. Any quantities which are included in the Contract Documents are the reasonable present expectations of those who are planning for APS for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that APS is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that APS may require Goods and/or Services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract

**11. Payment Procedures:**

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions. Invoices for Phase 1 of the Contract shall be based upon completion of deliverables for Phase 1. Invoices for Phase 2 shall be submitted quarterly in arrears upon completion of the on-site quarterly meetings. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued Purchase Order shall appear on all invoices.

**12. Assignments:**

12.1. This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

12.2. Contractor acknowledges that, if so stated in the Bid Documents, this Contract is subject to the joint procurement or cooperative procurement provisions of Va. Code Ann. § 2.2-4304.

**13. Notices:**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

To the Contractor:

Public Consulting Group, Inc.  
Attn: Paul Mancini  
Manager  
4491 Lake Brook Dr., Suite 190  
Glen Allen, VA 23060

To APS: Dr. Kelly Krug  
Supervisor, Arlington Tiered System of Support  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204

And David J. Webb, C.P.M.  
Procurement Director / Procurement Agent  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204

**14. Governing Law:**

This Contract, the Bid Documents, and the Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles. The exclusive jurisdiction, forum and venue for any litigation with respect to this Contract, the Bid Documents, or the Contract Documents shall be in the state courts of Arlington County, Virginia.

**15. Arlington Public Schools Procurement Resolution and Policies:**

The Procurement Agent has no power to change or waive any provision or requirement of the Procurement Resolution, any policies or regulations of the Arlington County School Board, or any applicable provisions of Arlington County ordinances or regulations, all of which are incorporated herein.

**16. Binding Agreement:**

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

**Signatures Appears on Following Page**

**Arlington Public Schools**

**Public Consulting Group, Inc.**

Authorized Signature: 

Authorized Signature: 

Printed Name: David J. Webb, C.P.M.

Printed Name: Paul Mancini

Title: Procurement Director / Procurement Agent

Title: Manager

Date: February 27, 2020

Date: 02/26/2020

**Attachments:**

- Attachment A – Scope of Work
- Attachment B – Pricing Schedule
- Attachment C – General Terms and Conditions
- Attachment D – Contractor Certification Regarding Criminal Convictions
- Attachment E – Sample Purchase Order
- Attachment F – Certificate(s) of Insurance
- Attachment G – Non-Disclosure and Data Security Agreement
- Attachment H – Student Data Usage and Privacy Agreement
- Attachment I – Project Charter

**End of Agreement**



## Attachment A

### Scope of Work

#### **Description of Services**

Contractor is providing support to APS in the following areas:

- (1) fully complete the action plan that followed the review and publish it for public consumption;
- (2) facilitate a school work group to analyze school staffing data and provide a recommendation to inform a potential revision of the special education planning factors;
- (3) develop achievable, yet ambitious, key performance indicators (KPIs) that associate with the desired outcomes in both the recommendations and the action plan;
- (4) develop a performance and accountability dashboard that transparently shows the progress APS is making to realizing its desired outcomes utilizing the KPI framework and articulate a communication strategy that promotes transparent and informative conversations about the KPI template with key stakeholders including parents, students, teachers, administrators, the board of education, and community stakeholders; and
- (5) monitor progress on the implementation plan over the subsequent four years (7/1/2020 through 6/30/2024).

Contractor recommends that APS address each of these four recommendations in distinct phases, listed below.

This Scope of Work builds upon the previous contract amendment in the following ways:

- The previous amendment added action planning sessions in which Contractor would facilitate the development of the Master Action Plan. This revised scope shifts the primary development and completion of the Master Action Plan and KPIs to Contractor. The plan will then be presented to APS for final review and approval.
- Contractor will facilitate a school work group with up to seven (four elementary, two middle schools, and one high school) participating schools to analyze staffing data and develop a recommendation to inform the potential revision of the special education planning factors.
- Per APS's request, Contractor will incorporate recommendations from the English learner report, which was conducted by another organization, into the overarching Master Action Plan and develop action items for each one.
- Contractor will meet onsite with APS regularly to track the implementation of the recommendations and provide guidance on best practices.

#### **Phase 1: January 2020 – June 2020**

- Finalize APS Master Action Plan, including creating Key Performance Indicators and Establishing a Monitoring Dashboard

##### **A. Synthesize Draft Plans**

Completion of a public facing action plan will be critical as APS desires to communicate the progress it is making following the program evaluation to teachers, parents, board members, and community stakeholders. This document is also important for keeping APS focused on the implementation of the recommendations and aligning resources to support progress.

Contractor will synthesize the draft action plan documents created during the October and November planning sessions and create a final master action plan for review and final approval by APS. Contractor understands that

APS would also like to integrate plans resulting from the English learner review into this master action plan document. The plan will include the following areas:

- Arlington Tiered Systems of Support (ATSS)
- Referral and Eligibility
- Special Education
- Section 504
- English Learners
- District Organization and Operations

The intent of this Scope of Work is to create a master action plan for APS. While Contractor could deliver certain aspects of the plan, for example professional learning content development and delivery, this contract is not intended to do so unless otherwise amended. Contractor’s focus is on assisting APS with developing sustainable practices and to initiate a knowledge transfer over time.

The January onsite days are included in the previously amended scope of work and will serve as the kick-off for this new scope. During this time, Contractor will meet with the Office of English Learners department staff to further understand the recommendations from the EL report and begin to align them to areas of the master action plan.

Timeline	Deliverable	Contractor /APS Work Sessions
January 2020 - March 2020	Final Draft Master Action Plan	2 days onsite - January 2020

**B. Facilitate School Work Group (completed under previous Contract 32FY18)**

Contractor will facilitate a school work group to help APS understand how staffing decisions are made based on funding provided through the current special education planning factors and provide a recommendation for potential changes to them to encourage inclusive practices. Contractor will meet with school teams during the January onsite session and provide a brief written summary of the discussion to APS.

**C. Finalize Key Performance Indicators**

Contractor will work onsite with APS staff in March and April to finalize the master action plan and draft corresponding KPIs for each section. Ahead of the meeting, Contractor will develop a list of possible KPIs for each action item and share them with APS for discussion.

KPIs are used to measure the success of an organization, department, etc. in meeting objectives for performance. KPIs typically define an observable measure of an outcome at the student, classroom, teacher, school, or district level and include words such as ‘number of,’ ‘percent of,’ ‘ratio of,’ ‘proportion of.’ For example, speaking broadly about special education and supports for struggling learners, the district may consider KPIs such as the number of students referred or identified for special education; percent of change in the academic growth of students with disabilities in reading or math of students with disabilities; or percent of change in the academic growth of any students receiving Tier II and Tier III supports. They may also consider the changes in the numbers and percent of students receiving tiered interventions at each level over a set time. Establishing KPIs will help the district both measure the implementation of the action plan and provide a clearly define method for reporting success to the larger community.

Contractor will consolidate the information from these meetings into the final master action plan that incorporates the KPIs. The development of the KPIs and the monitoring of the plan will be based on the final master action plan approved by APS. If changes are made to the master action plan, Contractor will initiate a change request to develop revised KPIs and update the monitoring dashboard.

Timeline	Deliverable	Contractor /APS Work Sessions
March 2020 - April 2020	Finalized Master Action Plan with KPIs	2 days onsite - March 2020/April 2020

**D. Establish Monitoring Dashboard**

With an established master action plan that includes corresponding KPIs, it will be important for APS to internally and externally communicate the progress it is making to its stakeholders and begin to use tools to track the implementation. Contractor will develop a KPI accountability dashboard that includes each action item, desired outcome stemming from recommendations in the review, corresponding KPIs, and visual “progress meters” to show the district’s progress to realizing its desired outcomes. Contractor will leverage its SkoVision district strategic monitoring tool for this purpose. SkoVision is a workflow driven, improvement planning tool designed specifically for the K-12 sector.

Using SkoVision will allow APS to:

- Achieve greater control of its master action plan and gain significant resource efficiencies
- Reduce the number of hours needed for manual data compilation, allowing principals and other administrators to focus attention and efforts on more critical matters
- Provide transparency in its decision-making process by making real-time data accessible to all end-users.

During this phase, Contractor will also create a draft template for use to report progress to stakeholders on a quarterly basis. Contractor can leverage its Marketing Department to create a visually appealing template or can work alongside APS’s Office of Communications to develop it.

Timeline	Deliverable	Contractor/APS Work Sessions
March 2020 – June 2020	SkoVision Set Up and Implementation  Quarterly Reporting Template	2 days onsite - March 2020 1 day onsite – April 2020  Year-end Status Meeting: 1 day onsite (June 2020)

**Phase 2: Contract Period (2020-21), Option Year 1 (2021-22), Option Year 2 (2022-23), and Option Year 3 (2023-24)**

**A. Monitor Implementation, by providing Accountability Mechanisms and Tracking Plan Execution**

Following the finalization of the action plan and performance and accountability dashboard development, Contractor will provide ongoing support to APS through quarterly status meetings. During these meetings, APS staff will discuss progress updates and areas of concern. Additionally, Contractor will provide guidance and coaching and will manage the input of the dashboard. Contractor’s goal is to assist APS with developing sustainable practices over time.

Timeline	Deliverable	Contractor/APS Work Sessions
July 2020 – June 2024	Quarterly Status Reports and Meetings	<p>Contract Period: 2020-21 1 day onsite each quarter (September 2020, November 2020, February 2021, May 2021)</p> <p>Option Year 1: 2021-22 1 day onsite each quarter (September 2021, November 2021, February 2022, May 2022)</p> <p>Option Year 2: 2022-23 1 day onsite each quarter (September 2022, November 2022, February 2023, May 2023)</p> <p>Option Year 3: 2023-24 1 day onsite each quarter (September 2023, November 2023, February 2024, May 2024)</p>

**Attachment B**

**Pricing Schedule**

PHASE		CONTRACT PERIOD		
Task/Deliverable		Level of Effort (Hours)	Hourly Rate (Fully Loaded)	Extended Cost
<b>Phase 1</b>				
A. Synthesize Draft Plans	Final Draft Master Action Plan	225	\$258.00	\$58,050
B. Facilitate School Work Group	Brief Written Summary on School Budgeting for Inclusion	Performed under previous Contract 32FY18	\$258.00	No charge
C. Finalize Key Performance Indicators	Finalized Master Action Plan with KPIs	150	\$258.00	\$38,700
D. Establish Monitoring Dashboard	SkoVision Set Up and Implementation  Quarterly Reporting Template	140	\$258.00	\$36,120
<b>Total Phase 1</b>				<b>\$132,870</b>
<b>Phase 2</b>				
A. Contract Period (07/01/20 – 06/30/21)	Quarterly Status Reports and Meetings	350	\$258.00	\$90,300
B. Option Year 1 (07/01/21 – 06/30/22)	Quarterly Status Reports and Meetings	332	\$258.00	\$85,656
C. Option Year 2 (07/01/22 – 06/30/23)	Quarterly Status Reports and Meetings	260	\$258.00	\$67,080
D. Option Year 3 (07/01/23 – 06/30/24)	Quarterly Status Reports and Meetings	234	\$258.00	\$60,372
<b>Total Phase 2</b>				<b>\$303,408</b>
<b>Grand Total</b>				<b>\$436,278</b>



## Attachment C

### General Terms and Conditions

The Contract with Public Consulting Group, Inc. (“Contractor”) contains the following contract terms and conditions, based upon the final negotiations between APS and the Contractor.

1. **Intentionally Deleted**

2. **Intentionally Deleted**

3. **Standard of Care**

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

4. **Responsibility of the Contractor**

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a twelve-month period of final completion of Work.

5. **Responsibility for Claims and Liabilities**

APS’ review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

6. **Intentionally Deleted**

7. **Contract Amount**

APS will pay the Contractor in accordance with the Firm Fixed Price(s) Attachment C – Fee Schedule. The Firm Fixed Price shall include all of the Contractor’s fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The Firm Fixed Price shall not be subject to change during the Contract Term.

8. **Intentionally Deleted**

9. **Project Officer**

The performance of the Contractor is subject to the review and approval of the APS Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington APS department requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

10. **Adjustments For Change In Scope**

APS may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by APS and the

Contractor and an APS purchase order is issued covering the cost of the services to be provided under the amendment.

**11. Additional Services**

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Agreement signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Agreement has been executed by both parties.

**12. Reimbursable Expenses**

All expenses shall be included in the Firm Fixed Price for provision of Evaluation of APS Services for Students with Special Needs for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

**13. Reimbursable Travel-Related Expenses**

All travel-related expenses shall be included in the Firm Fixed Price for provision of Evaluation of APS Services for Students with Special Needs for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in Firm Fixed Price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

**14. Payment of Subcontractors**

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**15. Intentionally Deleted**

**16. APS Purchase Order Requirement**

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Purchasing Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

**17. Replacement or Augmentation of Key Personnel and Subcontractors**

The key personnel and sub-contractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or sub-contractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the project shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

**18. Project Staff**

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

**19. Supervision by Contractor**

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall only employ on the work persons reasonably proficient in the work assigned.

**20. Employment Discrimination by Contractor Prohibited**

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 related 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 the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

**21. Employment of Unauthorized Aliens Prohibited**

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**22. Drug-Free Workplace to be Maintained by Contractor**

During the performance of the work pursuant to 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 by APS in accordance with the APS Purchasing Resolution, the employees of which Contractor 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.

**23. Termination for Cause, Including Breach and Default; Cure**

The Contract shall remain in force for the Contract Period or any Option Year(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

#### **24. Termination for the Convenience of Aps**

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

#### **25. Indemnification**

The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this Section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.



If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

## **26. Intellectual Property Indemnification**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

## **27. Copyright**

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

## **28. Ownership and Return of Records**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are

the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

## **29. Confidential Information**

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

## **30. HIPAA Compliance**

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C. F. R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Services under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS's Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R. 160.103 and 164.501.

The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this Section.

### **31. Data Security**

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS's Non-Disclosure and Data Security Agreement (NDA), "APS Information" (also referred to as "APS Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- (a) APS' Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as Attachment G hereto) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- (c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement and shall certify completion of this task, in writing, to APS Project Officer.
- (g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.
- (h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

### **31. Ethics in Public Contracting**

This Contract incorporates by reference Article 9 of the APS Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.)). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.

### **32. APS Employees**

No employee of Arlington Public Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

### **33. Force Majeure**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract. APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract.

**34. Authority to Transact Business**

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

**35. Relation to APS**

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

**36. Antitrust**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

**37. Report Standards**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All submittals must be in the required tabular format in a binder.
- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

**38. Audit**

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Period or any Option Year. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

**39. Assignment**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.



**40. Amendments**

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

**41. Intentionally Deleted**

**42. Dispute Resolution**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Arlington Public Schools Purchasing Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Arlington Public Schools Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington Public Schools Purchasing Resolution, incorporated herein by reference. A copy of the Arlington Public Schools Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

**43. Applicable Law, Forum, Venue and Jurisdiction**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**44. Arbitration**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

**45. Nonexclusivity of Remedies**

All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

**46. No Waiver**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**47. Severability**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**48. No Waiver of Sovereign Immunity**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

**49. Survival of Terms**

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO APS; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; CONFIDENTIAL INFORMATION, AND DATA SECURITY AND PROTECTION.

**50. Headings**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

**51. Ambiguities**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**52. Intentionally Deleted**

**53. Non-Discrimination Notice**

APS does not discriminate against faith-based organizations.

**54. Insurance Requirements**

The Contractor shall provide to the APS Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, rating of "B" or better and a financial size of "Class VII" or better in the latest edition of A.M. Best Co., and acceptable to APS. The minimum insurance coverage shall be:

- a. Workers Compensation (if applicable)- Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000.
- b. Commercial General Liability - \$500,000 combined single limit coverage with \$1,000,000 general aggregate covering all premises and operations and including Personal Injury and Independent Contractors. The general aggregate limit shall apply to this Contract. coverage
- c. Automobile Liability - \$100,000 per person / \$300,000 per accident.
- d. Product Liability - \$500,000 combined single limit coverage, \$1,000,000 general aggregate
- e. Cyber Liability Insurance – not less than \$500,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, crisis management and notification expenses, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

- f. Arlington Public Schools, its officers, elected and appointed officials, employees and agents, are to be named as additional insured under all coverages except Workers' Compensation and Automobile Liability, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects APS, its officers, elected and appointed officials, agents and employees. The following definition of the term "APS" applies to all policies issued under the Contract: "APS School Board and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the School Board of Arlington Public Schools, Virginia, or one in which controlling interest is vested in Arlington Public Schools".
- g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington Public Schools, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and APS notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- i. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability and Automobile Liability, or any other policies required herein, if any. APS reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, APS may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for APS.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Automobile Liability insurance, and Workers' Compensation insurance (if applicable) in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to APS immediately upon request by APS.

No acceptance or approval of any insurance by APS shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to APS for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverage's are submitted to and acceptable to APS. The Contractor must also provide

its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

**55. Accessibility of Web Site**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

**56. Arlington County Business License**

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

**57. Failure to Deliver**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services 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 APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

**58. Subcontracts**

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

**59. Non-Endorsement Clause for Contracts & Agreements**

ARLINGTON PUBLIC SCHOOLS may be identified as a "Participant" in Evaluation of APS Services for Students with Special Needs with the following statement added. "This shall not constitute an endorsement of any products or services". For further information, please contact the Arlington Public Schools School and Community Relations office.

**60. Advertising and Use of Proprietary Marks or Logos**

Contractor shall not use the name of Arlington Public Schools (APS) or any Authorized User or refer to APS or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such Authorized User. In no event may Supplier use a proprietary mark of APS or an Authorized User without receiving the prior written consent of APS or the Authorized User.

**61. Extension of Contract Term**

The APS Procurement Office, at its sole and absolute discretion, may extend the final Contract Period or final Option Year of the Contract for a period of not more than six months.

**62. Student Data Usage and Privacy Agreement**

During the term of the Contract the Contractor will have access to student data. As a condition of awarding a contract for the provision of work that requires the Contractor to have access to the student data the Contractor is required to sign the Student Data Usage and Privacy Agreement (See Attachment H).

**63. One-Time Discount (Intentionally deleted)**

**64. Contractor Prohibited in Assisting Person for New Job If Engaged in Misconduct with Minor**

As a condition of being awarded a Contract, and Contract Renewal(s), the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

Attachment D

Contractor Certification Regarding Criminal Convictions

**This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.**

**The completed form from the Contractor is a condition precedent to the award of the Contract.**

As the official authorized to enter into this Contract on behalf of my organization, I certify that:

1. No employee of the organization who will be in direct contact with students on school property during regular school hours or during school-sponsored activities during the performance of this Contract has been convicted of a felony or of any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and
2. As more particularly set forth in Virginia Code Ann. Section 18.2-370.4, no employee who has been convicted of rape, forcible sodomy or object sexual penetration, all of a child under 13, during the commission of abduction, in the course of entering a dwelling with intent to commit murder, rape, robbery, arson, larceny, assault and battery, or any felony, or of aggravated malicious wounding will enter upon the property of an existing elementary or secondary school in the performance of the Work; and
3. As more particularly set forth in Virginia Code Ann. Section 18.2-370.5, no employee who has been convicted of a sexually violent crime shall enter upon the property of any existing elementary or secondary school during school hours or during school-related or school sponsored activities in the performance of the Work.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

Public Consulting Group, Inc.

Name of Bidder

4491 Lake Brook Dr., Suite 190

Glen Allen, VA 23060

Address of Bidder

804-665-2100

Telephone



\_\_\_\_\_  
Signature

Paul Mancini, Manager

Name and Title (please type or print)

02/26/2020

Date

**Attachment E**

**Sample Purchase Order**

Page: 1 of 1



**Sample Purchase Order  
Arlington Public Schools**

PROCUREMENT OFFICE  
2110 Washington Blvd  
Arlington, Virginia 22204  
Telephone: (703) 228-6123

ACCOUNTS PAYABLE  
2110 Washington Blvd  
Arlington, Virginia 22204  
Telephone: (703) 228-6121

**Please note that our billing  
address has changed.**

Purchase Order	1901740
Original Order Date	21-AUG-2018
Change Order Number	0
Change Date	
Buyer/Phone	Fred Flinstone
Requisitioner/Ph#/Email	Barney Rubble 703-228-6123 barney.rubble@apsva.us
FEIN	54-6001128
Website:	<a href="https://www.apsva.us/purchasing-office/">https://www.apsva.us/purchasing-office/</a>

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

**SUPPLIER:** SLATE ROCK & GRAVEL COMPANY  
301 COBBLESTON WAY  
BEDROCK, AZ 86001

**Ship To:** Arlington Public Schools  
Procurement Office  
2110 Washington Blvd  
Arlington, VA 22204

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Supplier Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
1		Rocks	20-AUG-2018	100	Dollar	\$1.00	\$100.00


The Purchase Order Terms and Conditions found on the Arlington Public Schools Procurement Office Website, at the link provided below, are incorporated in, and become part of, this contract. It is the responsibility of the Supplier to carefully read and understand the Purchase Order Terms and Conditions.

The Purchase Order Terms and Conditions have been amended effective August 17, 2018.

<https://www.apsva.us/wp-content/uploads/2018/08/PO-TsCs-Amended-17-August-2018-1.pdf>

**IMPORTANT:** There have been a number of recent incidents where scammers are pretending to be school representatives and ordering thousands of dollars of goods. Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Vendors providing goods or services without a signed APS Purchase Order, do so at their own risk.

Authorized by:

  
**David J. Webb, C.P.M.**  
*Director of Purchasing*

Purchase Order Total: \$100.00

**Attachment F**

**Certificate(s) of Insurance**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Laurie McLaughlin-Clark	
	<b>PHONE (A/C, No, Ext):</b> (617) 778-5077	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Great Northern Insurance Company		20303
<b>INSURER B:</b> Federal Insurance Company		20281
<b>INSURER C:</b> Allied World National Assurance Ins Co		10690
<b>INSURER D:</b> ACE American Insurance Company		22667
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** CERTIFICATE NUMBER: 2019-2020 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35855036	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY			73540440	4/1/2019	4/1/2020	Employee Benefits \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	BODILY INJURY (Per accident) \$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			0311-2674	4/1/2019	4/1/2020	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 15,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	71724811	12/31/2019	12/31/2020	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional/Cyber Liab			025611378 003	4/1/2019	4/1/2020	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Claims Made						Retro Date: 2/27/1997
							Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Contract No. 64FY20 - Performance and Accountability Monitoring Consulting Services  
 Arlington Public Schools, its officers, elected and appointed officials, employees and agents are included as Additional Insured under the general liability on a primary and noncontributory basis where required by written contract.

<b>CERTIFICATE HOLDER</b>  Arlington Public Schools 2110 Washington Blvd. Arlington, VA 22204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  James Hays/JHURLE
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ACORD 25 (2014/01)  
INS025 (201401)

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## Attachment G

### Non-Disclosure and Data Security Agreement

The undersigned, an authorized agent of the Contractor and on behalf of Public Consulting Group, Inc. (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter “information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the “Project” or “APS Contract” as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as “information” or “APS information”).

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to APS information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as “information” or “APS information”).

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor’s work site or the APS’ physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.


Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the APS Contract, APS policy, Contractor’s security policies, or any other breach of Project protocols.

The Contractor will fully cooperate with the APS to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to APS information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the APS Contract.

It is the intent of this *Non-Disclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *Non-Disclosure and Data Security Agreement* conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all APS information to the APS Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the APS Contract.

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

Printed Name and Title: Paul Mancini, Manager

Date: 02/26.2020

## Attachment H

### Student Data Usage and Privacy Agreement

This Student Data Usage and Privacy Agreement ("SDUPA") dated February 27, 2020 is between **Arlington Public Schools**, located at 2110 Washington Blvd., Arlington, VA 22204 ("APS" or "Customer") and **Public Consulting Group, Inc.** located at 4491 Lake Brook Dr., Suite 190, Glen Allen, VA 23060 ("Provider") hereinafter individually a "Party" and collectively "the Parties", APS and Provider mutually agree to the terms of this SDUPA whereby APS will provide the following Data to Provider for the Approved Purposes only.

The Parties hereby agree as follows:

#### 1.0 Definitions

- 1.1. "Agreement" or "Agreements" shall mean any contract or contracts between APS and the Provider for the provision of any Authorized Services.
- 1.2 "Approved Purposes" shall mean the use of Data by the Provider for the purposes of providing services authorized by APS in Agreements entered into between APS and the Provider ("Authorized Services") during the term of the SDUPA., and for no other purpose.
- 1.3 "Data" shall include all Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. Data include, but are not limited to, student data, metadata, forms, logs, cookies, tracking pixels, and user content.
- 1.4 "Subcontractors" shall include Provider subcontractors, subcontractors of Providers subcontractors, their subcontractors, and all successor entities.

#### 2 Security Controls

- 2.1 Provider will store and process Data in accordance with commercially reasonable practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 2.2 Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 2.3 Provider will also have a written incident response plan, to include immediate (within one (1) business day) notification of APS in the event of a security or privacy incident involving Data . Provider agrees to share its incident response plan upon request.

#### 3 Access and Control

- 3.1 Any Data held by Provider will be made available to APS upon request by APS.
- 3.2 All Data must remain under the direct control of APS to the extent required by FERPA. Where Data is in possession of Provider, APS may direct Provider to take certain actions with regards to the Data, in conformity with the SDUPA and applicable law.
- 3.3 Parents and eligible students must be able to access the Data upon request. This request shall occur through APS to ensure only authorized individuals have access to the Data.
- 3.4 Provider shall use Data solely as necessary to perform Authorized Services. Provider may not access, collect, store, process, or use Data for any reason other than as necessary to provide the Authorized Services.

#### 4 Marketing and Advertising

- 4.1 Provider may not use any Data to advertise or market to students or their parents.
- 4.2 Provider may not use Data to target individual students with directed advertisements, and may never directly collect personal information from students under the age of 13.

#### 5 Collection and use of Data

- 5.1 Solely for purposes of this SDUPA with respect to Data, Provider is deemed a 'School Official' within the meaning of that term as defined in 20 USC §1232g et seq., with a legitimate educational interest to the Data performing services and providing functions which would otherwise be performed by APS staff, for the sole purpose of providing Authorized Services.
  - 5.1.1 No relationship of employer and employee is created by this SDUPA or any Agreement. Provider its sub- contractors, and its employees shall not be employees of APS and shall not have any claim under this SDUPA or any Agreement or otherwise against APS for vacation pay, sick leave, retirement benefits, social security contribution, worker's compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. Provider shall not be the agent of APS, nor shall Provider make any representation to the contrary to any third parties.
- 5.2 Provider may not sell Data or disclose Data to third parties except under provision 5.4.
- 5.3 Provider will collect and use Data only for the purpose of fulfilling its duties and providing Authorized Services under any Agreement and for improving Authorized Services under such Agreement.
- 5.4 APS understands that Provider may rely on one or more Subcontractors to perform Authorized Services under an Agreement. Provider shall share the names of these Subcontractors, including sub-subcontractors, with APS upon request. If Provider intends to provide any Data which was received from, or created for APS, to a Subcontractor, then Provider shall require such Subcontractor and sub-subcontractor to countersign this SDUPA. APS reserves the right to reject any Subcontractor if, in its sole

discretion, APS determines that such subcontractor or sub-subcontractor is unsuitable for performance of the SDUPA. Provider acknowledges and agrees that the Provider's obligations under this SDUPA shall not be assigned to any other person or entity without the prior written consent of APS, which APS shall be under no obligation to grant. Provider shall include in all subcontracts, and require that its subcontractors include in all sub-subcontracts, acknowledgement and agreement that the subcontractor and sub-subcontractor are bound by the terms of this SDUPA, and if so requested by APS, will execute a separate SDUPA as a condition of acceptance by APS as a subcontractor or sub-subcontractor.

6 Data Transfer or Destruction

6.1 Provider will ensure that all Data in its possession and in the possession of any Subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to APS under the direction of APS when the Data are no longer needed to provide Authorized Services, at the request of APS within one (1) month, or as agreed upon between the Parties. Where there is a conflict between applicable law and this SDUPA, the applicable law will prevail.

7 Rights and License in and to use Data

7.1 Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of APS and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations.

7.2 This SDUPA shall not be construed to give the Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this SDUPA to provide Approves Services. This includes the right to sell or trade Data.

8 Data De-Identification

8.1 Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID.

8.2 Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any third party unless that third party agrees not to attempt re-identification.

8.3 De-identified data may be used to improve the Provider's products or services, but may not be provided to third parties or sold.

9 Data Mining

9.1 Provider is prohibited from mining Data for any purposes except as expressly authorized by APS in any Agreement or in this SDUPA. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

10 Modification of Terms of Service

10.1 During the term of the SDUPA, Provider will not materially change its methods for the collection, use, and sharing of Data, including its storage and destruction protocols, without advance notice to and consent from APS.

11 Precedence Over Agreements

11.1 Unless this SDUPA is specifically amended, in the event of a discrepancy between this SDUPA language and the terms and conditions of any Agreements between APS and the Provider relating to Data, the SDUPA language shall take precedence.

**Arlington Public Schools**

**Public Consulting Group, Inc.**

Authorized Signature:

David J. Webb

Authorized Signature:

Paul Mancini

Printed Name

David J. Webb, C.P.M.

Printed Name:

Paul Mancini

Title:

Procurement Director /  
Procurement Agent

Title:

Manager

Date:

February 27, 2020

Date:

02/26/2020

## Attachment I

### Project Charter

#### **Project Objectives**

The goals for this Contract are as follows:

- (1) fully complete the action plan that followed the review and publish it for public consumption;
- (2) facilitate a school work group to analyze school staffing data and provide a recommendation to inform a potential revision of the special education planning factors;
- (3) develop achievable, yet ambitious, key performance indicators (KPIs) that associate with the desired outcomes in both the recommendations and the action plan;
- (4) develop a performance and accountability dashboard that transparently shows the progress APS is making to realizing its desired outcomes utilizing the KPI framework and articulate a communication strategy that promotes transparent and informative conversations about the KPI template with key stakeholders including parents, students, teachers, administrators, the board of education, and community stakeholders; and
- (5) monitor progress on the implementation plan over the subsequent four years.

#### **Project Schedule and Deliverables**

The project will be divided into the following phases with the following aligned deliverables:

- Phase 1: Finalize APS Master Action Plan – Contract Period (January 2020 – June 2020)
- Phase 2: Contract Period (July 2020 – June 2021) Option Year 1 (July 2021 – June 2022), Option Year 2 (July 2022 – June 2023), and Option Year 3 (July 2023 – June 2024)

#### **Phase 1: Finalize APS Master Action Plan (January 2020 – June 2020)**

<b>Activity</b>	<b>Timeline</b>	<b>Deliverable</b>
<b>Synthesize Draft Plans, Map All Action Steps to Report Recommendations</b>	January 2020 – March 2020	Final Draft Master Action Plan
<b>Facilitate School Work Group</b>	Work performed under previous Contract 32FY18	Brief Written Summary on School Budgeting for Inclusion
<b>Finalize Key Performance Indicators</b>	March – April 2020	Finalized Master Action Plan with KPIs
<b>Establish Monitoring Dashboard</b>	March 2020 – June 2020	SkoVision Set Up, Implementation, and Training  Quarterly Reporting Template

**Phase 2: Implementation Support, Accountability, and Monitoring in Contract Period (July 2020 – June 2021), Option Year 1 (July 2021 – June 2022), Option Year 2 (July 2022 – June 2023), and Option Year 3 (July 2023 – June 2024)**

Activity	Timeline	Deliverable
Quarterly Reporting and Status Meetings	Contract Period: July 2020 – June 2021	Quarterly Status Meetings SkoVision Quarterly Report on Progress Toward All Key Performance Indicators
Quarterly Reporting and Status Meetings	Option Year 1: July 2021 – June 2022	Quarterly Status Meetings SkoVision Quarterly Report on Progress Toward All Key Performance Indicators
Quarterly Reporting and Status Meetings	Option Year 2: July 2022 – June 2023	Quarterly Status Meetings SkoVision Quarterly Report on Progress Toward All Key Performance Indicators
Quarterly Reporting and Status Meetings	Option Year 3: July 2023 – June 2024	Quarterly Status Meetings SkoVision Quarterly Report on Progress Toward All Key Performance Indicators

**Project Organization**

**Key PCG Personnel**

Staff Members	Position/Role
Dr. Jennifer Meller	Associate Manager/Project Director
Anna d’Entremont	Senior Consultant/Subject Matter Expert
Matthew Scott	Consultant/Project Support and Research Specialist

**Key APS Personnel**

Staff Members	Role
Dr. Kelly Krug	Interim Director of Elementary School Special Education
Heather Rothenbuescher	Interim Director of High School Special Education

**PCG Project Oversight**

All PCG projects are managed by an implementation plan that details the project objectives, task descriptions, deliverables and expected results, as well as project timing and staff assigned to the engagement.

**Dr. Jennifer Meller**, Associate Manager, shall perform project oversight on behalf of PCG for this engagement. PCG’s Project Director will:

- 1) Be responsible for administering this agreement and the management of day-to-day operations under this agreement
- 2) Serve as a liaison between APS personnel and all PCG personnel participating in this engagement



- 3) Facilitate regular communication with APS personnel and review project performance against the project plan
- 4) Provide a status update on the project plan on a regular basis

**Project Risks**

Risk	Description	Mitigation Strategy
Timeline	Timeframe to maintain momentum related to the action plan implementation	Use of weekly check-ins to ensure adherence to the project plan
Change in Leadership	A change in APS project leadership and/or district level leadership could impact the implementation timeline	Quarterly status meetings will extend beyond the APS project team to include the Department of Teaching and Learning leadership and other key administrators, ensuring this initiative continues as a district-wide focus even if individuals change throughout the course of it

**Sign Off**

The following parties are the required approvers of this Project Charter along with their selected dispositions. Approvers must select one of three dispositions after reviewing the item:

**Public Consulting Group Signature**

- I approve this Project Charter and have no further questions or comments.
- I conditionally approve this Project Charter contingent on the following corrections (see comments).
- I disapprove of this Project Charter for the following reasons identified (see comments).



\_\_\_\_\_  
 Name: Paul Mancini  
 PCG Representative  
 Comments:

02/26/2020

\_\_\_\_\_  
 Date

**Arlington Public Schools' Signature**

- I approve this Project Charter and have no further questions or comments.
- I conditionally approve this Project Charter contingent on the following corrections (see comments).
- I disapprove of this Project Charter for the following reasons identified (see comments).



\_\_\_\_\_  
 Name: David J. Webb, C.P.M.  
 Procurement Director / Procurement Agent  
 APS Representative

February 27, 2020

\_\_\_\_\_  
 Date