

# THE CITY OF RICHMOND PUBLIC SCHOOLS

Procurement Department  
2395 Hermitage Road  
Richmond, Virginia 23220

## COVER SHEET

**RFP # 21-6979-03**

### **Richmond Alternative School Request for Proposals (RFP)**

**\*\*\*THIS FORM MUST BE SIGNED BELOW AND RETURNED WITH THE PROPOSAL TO BE CONSIDERED A VALID OFFER\*\*\***

ISSUE DATE: **April 19, 2021**

Title: Alternative Education -  
Richmond Alternative School

DIRECT INQUIRIES TO:

[https://rps.bonfirehub.com/  
opportunities/42665](https://rps.bonfirehub.com/opportunities/42665)

**RFP NUMBER: 21-6979-03**

Procurement Approval: SES 4/19/2021 | 17:04 EDT

**Closing Date: May 17<sup>th</sup>, 2021**

**Closing Time: 10:00 PM (EST)**

**about this RFP?**

Sealed proposals will be received until or furnishing goods and services described herein. If necessary, any addenda will be posted on the Richmond Public Schools Procurement website which can be found at: <https://www.rvaschools.net/Page/1697>

**Proposals will only be accepted via the electronic Bonfire Portal. Instructions can be found in Attachment "A" of this RFP.**

Richmond Public Schools reserves the right to accept or reject any or all proposals or any part thereof. Richmond Public Schools reserves the right to award multiple contracts to more than one Offeror, in part or in whole, whichever is deemed to be in its best interest. Offerors must **clearly** identify any information considered by the offeror to be confidential. However, offerors shall invoke the protection of this data or other materials prior to or upon submission of such data or material, and state the reasons why protection is necessary. Any contract resulting from this solicitation may be extended to the City of Richmond or any public agency or body in, but not necessarily limited to, the Central Virginia area to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this solicitation. The successful offeror(s) shall deal directly with each agency in regard to order placement, delivery, invoicing and payment.

**THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM**

In compliance with the above Request for Proposals and subject to all the terms and conditions thereof, the undersigned offers, and agrees, if this proposal is accepted within \_\_\_ calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services delivered to the point specified.

Name and Address of Firm:

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

(Please sign in ink)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

(Please print signer's name)

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

FEI# \_\_\_\_\_ DUNS #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Acknowledge Receipt of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ **Please initial receipt of all Addenda**

The Vendor certifies and acknowledges that the information stated below is proprietary and confidential to RFP 21-6979-03. Please list all sections of your proposal that contain proprietary and confidential information.

Section Number

Page number

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Authorized Signature

\_\_\_\_\_

Date

## 1. PURPOSE

The intent and purpose of this Request for Proposal (“RFP”) is to solicit and obtain the services of a qualified Offeror to provide intensive behavioral and academic support for 6th-12th grade students at Richmond Alternative School (RAS) who have been placed due to significant disciplinary infractions. All academic content, instruction, assessment, and student support services will be provided by the Offeror. This will include small classes, behavior intervention plans, restorative practices, social-emotional support and transition services to return to a comprehensive setting.

## 2. BACKGROUND

Richmond Alternative School serves as an umbrella for several alternative pathways for students, including alternative pathways to graduation. The centerpiece of RAS is the 6th-12th grade program for which students are temporarily placed due to significant disciplinary infractions. , they may be referred to RAS from their comprehensive principal, placed through the Hearing Office, Alternative Placement Committee or School Board. Students traditionally attend for either 45 or 90 days, corresponding to a marking period. Using data to track and monitor student success students are able to return to their comprehensive school after documented gains in positive self- management, academic progress and attendance. It is this program specifically for which this RFP is seeking services.

The School Board of the City of Richmond (“School Board”) is the official governing body for the Richmond Public Schools and derives its authority from the Code of Virginia. RPS is an urban, PreK-12 school system with approximately 24,700 students in forty-four (44) schools; twenty-five (25) elementary schools (grades PreK-5), seven (7) middle schools (grades 6-8), five (5) comprehensive high schools (grades 9-12), three (3) specialty schools, one (1) alternative school, five (5) regional preschool centers, and five (5) adult education programs. RPS’ strategic plan, [Dreams4RPS \(Dreams4RPS / Dreams4RPS 2018-2023 Strategic Plan\)](#), is guided by our three (3) core values of equity, engagement, and excellence and focuses on the following areas:

- 1) Exciting and Rigorous Teaching and Learning;
- 2) Skilled and Supported Staff;
- 3) Safe and Loving School Cultures;
- 4) Deep Partnership with Families and Community; and
- 5) Modern Systems and Infrastructure.

## 3. OVERVIEW

RPS is seeking a partner to provide a comprehensive program for students at RAS that addresses the following:

- Students’ behavioral and social-emotional needs
- Providing instruction in all required courses per VDOE and the RPS Program of Studies, to include CTE offerings.
- Staff provided by the Offeror will be trained in research-based techniques including the following:
  - behavior interventions and supports
  - trauma-informed care
  - social emotional learning
  - de-escalation techniques
- Staff must include licensed teachers in all of the following:
  - core content areas
  - Special Education
  - CTE

- staff licensure must match staff assignment per Virginia guidelines

The Offeror will partner with RPS to ensure the following Dreams4RPS priorities are met:

- Priority 1 - Exciting and Rigorous Teaching and Learning
  - The Offeror will provide a comprehensive program model that re-engages students in their education, ensures students meet academic proficiency goals and are prepared for postsecondary success.
- Priority 2 - Skilled and Supported Staff
  - The Offeror will provide engaging instruction and relevancy while making 21st century connections including collaboration, creativity, critical thinking, and communication (VDOE “Profile of a VA Graduate.”) All teaching staff will have a valid (or provisional) teaching license.
- Priority 3 - Safe and Loving School Cultures
  - The Offeror will ensure a safe and loving school culture, focusing on positive relationships, and safety of students and staff.
- Priority 4 - Deep Partnership with Families and Community
  - The Offeror will create systems for family and community engagement, focusing on educating “the whole child.” Goals for student success will include CTE/career exposure as well as planning for gainful employment upon graduation.

#### **4. SCOPE OF SERVICES**

##### **A. Comprehensive plan**

The Offeror will provide a detailed plan for student behavioral and academic programming, including, but not limited to:

- Description of academic model including how Offeror will provide instruction aligned to the Virginia Standards of Learning (in a temporary setting).
- Description of behavioral programming for approximately 200 students in grades 6-12, including the guiding principles that shape the approach.
- Examples of research-based proactive behavior strategies, including PBIS, MTSS (tiered interventions), norms, student leadership roles, de-escalation, calming spaces, etc.
- Example of Behavior Intervention Plan
- Staff qualifications (including licensure) and experience working with students.
- Description of CTE offerings for students and post-high school planning and/or how the Offeror proposes to partner with the Richmond Technical Center.
- Professional development plan for all staff.
- Evaluation of teachers and support staff.
- Communication plan for families.
- Annual goals (behavior and academic) for student success and plans for regular data-based progress monitoring.

##### **B. Demonstration of Academic Support**

The Offeror will provide evidence of current instructional pedagogy as related to supporting students in an alternative setting. This should also include supporting students with disabilities and English Language learners. Offeror will provide documentation of differentiated instruction, formative and summative assessments, student voice/choice in assignments as well as remediation plans for additional support. The Offeror will provide evidence of technology/online learning for instructional enhancement.

##### **C. College and Career Readiness**

The Offeror will provide documentation of career inventories, career assessments and surveys which will guide additional services. Based on student responses, the Offeror will provide career exposure through guest speakers, presentations, field trips and CTE course offerings for high school credit.

#### **D. Progress Reporting**

Offerors shall submit student progress reports to the building principal and Manager of Alternative Education at regular intervals (at least by the first day of each month, and upon request). Student performance data will be used to drive instruction and interventions. RPS will provide the Offeror access to any and all student information necessary to complete the progress reports.

### **5. REQUIREMENTS**

The following sections outline the requirements of the successful Offeror for services described above in Section 4, Scope of Services.

#### **A. Performance Obligation**

The successful Offeror's plan shall:

- Reflect a detailed, comprehensive plan for program design and implementation
- Describe behavioral services for approximately 200 students in grades 6 - 12
- Demonstrate proven results of program implementation with other school divisions
- Provide data systems of monitoring behaviors and interventions to improve student outcomes
- Provide a system for monitoring progress to graduation and college and career readiness
- Define a system for monitoring a student's sense of connectedness and belonging
- Demonstrate an increase in student attendance
- Demonstrate an increase in student course pass rates
- Demonstrate an increase in SOL scores

To track the Offeror's performance obligation, RPS will provide baseline performance data in the template of the Offeror's first progress report for the following areas: student behavior infractions, student attendance, student course pass rates, and SOL scores.

#### **B. Pricing Schedule**

#### **C. Division Review**

Offerors are hereby given notice that RPS is in "Division-Review" with the Virginia Department of Education due to repetitive failure to achieve minimum academic standards. Division Review with the Virginia Department of Education provides additional oversight but also additional support.

#### **D. Funding Source**

The funding source for the services in this solicitation is funded by the school division's annual operating budget.

## 6. EVALUATION CRITERIA

Two or more offerors deemed to be fully qualified and best suited among those submitted proposals will be identified on the basis of the evaluation factors stated in the Request for Proposal. Negotiations shall be conducted with each offeror so selected. RPS shall select the offeror which, in its opinion, has made the best proposal, and award the contract to that offeror. RPS may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359 of the Code of Virginia, 1950 as amended). Should it be determined in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference the terms and conditions of the solicitation and contractor's proposal as negotiated. The Selection Committee will use the following evaluation criteria and weighting factors in selecting the firm(s) for further individual discussion. A score of up to the maximum points will be given for each criteria:

Scope of Services Evaluation Criteria	Maximum Weight (100% Total)
Organization Background / Experience	20
Contractor Qualifications	20
Statement of Need / Service Delivery Model <ul style="list-style-type: none"> <li>● Reflect a detailed, comprehensive plan for program design and implementation</li> <li>● Describe behavioral services for approximately 200 students in grades 6 - 12</li> </ul>	25
Academic Performance Guarantees <ul style="list-style-type: none"> <li>● Demonstrate proven results of program implementation with other school divisions</li> <li>● Provide data systems of monitoring behaviors and interventions to improve student outcomes</li> <li>● Provide a system for monitoring progress to graduation and college and career readiness</li> <li>● Define a system for monitoring a student's sense of connectedness and belonging</li> <li>● Demonstrate an increase in student attendance</li> <li>● Demonstrate an increase in student course pass rates</li> <li>● Demonstrate an increase in SOL scores</li> </ul>	20
Costs / Performance Bond	15
<b>Total</b>	<b>100</b>

## 7. PROPOSAL SUBMISSION AND FORMAT

A complete proposal shall contain the following information:

- Executive Summary (Section 4, Scope of Services)
- Complete and detailed responses to the questions posed in the Requirements section
- Cost Model
- **References and Research:** Offerors shall provide in their proposal a minimum of 3 references with current contact information for each reference provided. Offerors' references shall be representative of prior experience in urban school districts comparable in size to RPS' student population, or larger. Research and proof of performance that demonstrates proven impact on student learning outcomes shall also be provided.

### A. Oral Presentation

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

### B. Expenses in Preparing Proposals

RPS will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal or that may result during the procurement process.

### C. RPS Forms (See Attachments)

Offerors are required to submit the following items which are marked "Required". The following forms are to be submitted in addition to the requested information mentioned above in Section 7 Proposal Format.

- Signed Proposal Cover Letter of RFP (*Required Submission*)
- Proprietary and Confidentiality Form (*Page 2 Required if Needed*)
- Minority Business Participation Form (*Attachment B Required Submission*)
- State Corporation Commission Form (*Attachment C Required Submission*)
- Sample Contract (Attachment D For Review By Offeror Only)
- Certificate of Insurance (*Attachment E Required Submission*)
- Certification of Crimes Against Children (*Attachment F Required Submission*)
- Certification of Interests & Relationships with School Board and Richmond Public School Employees (*Attachment G Required Submission*)
- Previous Three Year's Financial Statements to include Income Statement and Balance Sheet. (*Required Submission*)

## 8. CONTRACT AWARD

The initial contract shall be for a period of two years effective from Date of Award and continuing through June 30, 2023. The contract may be renewed by RPS upon written agreement of both parties for three (3) additional one (1) year periods provided acceptable rates can be negotiated and mutually agreed upon in writing between RPS and contractor.

Selection shall be made of an Offeror deemed to provide the best value among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, with concentration on the evaluation criteria of the Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Multiple awards may be granted from this request based on the response received from offerors. Overall cost shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the committee shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to those Offerors. Should RPS determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. RPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359(D), Code of Virginia). The award document will be a contract

incorporating by reference all the requirements, terms and conditions of the solicitation and the proposal as negotiated. Contract award(s) are subject to the approval of the School Board.

The School Board, in awarding contracts to its contractors and suppliers, shall strive to obtain a minimum twenty percent (20%) of the annual aggregate expenditure of contracts and services from minority-owned business enterprises. Such contracts and services shall include, but are not limited to contracts for the sale and furnishing of supplies, materials and equipment, for providing contractual services, and for writing and furnishing policies of insurance and surety bonds in which Richmond Public Schools is the principal insured or party for whom such bond is written and for which policy of insurance or bond the premium charged is billed to the School Board.

**9. PROPOSED SCHEDULE**

The timeline below details the key dates throughout the proposal process.

<b>Activity</b>	<b>Date</b>
Release request for proposal	April 19, 2021
Pre-proposal meeting (optional)	April 22, 2021
Deadline for Submission of Questions	May 4, 2021
Deadline for Submission of Proposals	May 17, 2021
Evaluation of Proposals & Selection Process	Third week of May
Interview Finalist, On-site Visits (if needed)	Third or fourth week of May
Negotiations	Last week of May
Presentation to Board	First Board meeting in June
Board Approval	Second Board meeting in June
Contract start date	July 1, 2021

## **10. RPS TERMS AND CONDITIONS**

### **A.. REJECTION OF PROPOSALS**

The School Board reserves the right to require the successful Contractor to furnish a performance bond in the amount of contract before award of the contract. If no bond can be furnished by the successful offeror, Richmond Public Schools reserves the right to negotiate a contract with the next Contractor.

Richmond Public Schools reserves the right to reject any and all proposals. Richmond School Board reserves the right to negotiate with the selected Contractor(s) in order to best serve the needs of the School Board, in respect to both cost-effectiveness as well as providing the requested services.

### **B. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with federal laws, the laws of the Commonwealth of Virginia, and the policies of the School Board of the City of Richmond, Richmond Public Schools does not discriminate on the basis of sex, race, color, age, religion, disability, or national origin in the provision of employment and services. Richmond Public Schools operates equal opportunity and affirmative action programs for students and staff. Richmond Public Schools is an equal opportunity/affirmative action employer.

### **C. FAITH BASED ORGANIZATION**

**Richmond Public Schools does not discriminate against faith-based organizations.**

### **D. ADVERTISING**

It is understood and agreed that, in the event a contract is awarded for the services included in this proposal, no indications of such services to the Richmond Public Schools will be used in any way in product literature or advertising unless with written approval of the Richmond School Board.

### **E. STANDARD CONTRACT**

The selected Contractor will be expected to enter into an agreement as contained in the standard RPS contract. **(See Attachment D)**

### **F. AVAILABILITY OF FUNDS**

It is understood and agreed between parties to any agreement resulting from this proposal that the School Board shall be bound thereunder only to the extent of funds available for the purposes of this agreement.

### **G. CANCELLATION**

Any resulting contract shall be subject to cancellation by either party upon thirty (30) days' written notice, one to the other.

### **H. OPTION TO RENEW**

The School Board and the Contractor may, in writing, one to the other, mutually agree to renew such contract for a period of one (1) year up to, but not exceeding, a maximum of three (3) additional consecutive years. It is further understood and agreed that a resulting contract may be extended for a period of one (1) year by mutual consent within six (6) months of the contract expiration date.

Any price increase beyond the initial contract period shall be determined by using the Consumer Price Index - All Urban Consumers (CPI-U from December to December) as reported Annually by the Bureau of Labor Statistics. The current rates

may be increased by the same percentage of the CPI-U for the renewal period with the increase not to exceed three percent (3%). This price increase will not be automatic and **must** be mutually agreed upon.

## **I. INSURANCE**

The successful Contractor(s) must furnish to the School Board evidence of its professional liability insurance with limits of \$1,000,000 for each occurrence. In addition, the successful Contractor(s) must furnish to the School Board evidence of its cyber liability insurance with a minimum of \$5,000,000 per occurrence.

After RPS posts a public notice of intent to award the contract(s), the successful Offeror(s) shall provide the policy endorsement that names RPS additional insured to the Contractor's insurance policy.

## **J. INVOICING**

The successful Contractor(s) shall submit itemized invoices to The Office of Academic Programs and Supports itemizing the work performed and containing the Purchase Order number assigned.

## **K. ASSIGNMENT**

Neither the School Board nor the Contractor shall assign, sublet or transfer its interest in this contract without the prior written consent of such other party.

## **L. ANTI-COLLUSION CLAUSE**

During the preparation and submission of this proposal, the Contractor agrees as follows:

Contractor did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the State Attorney General for possible enforcement of the anti-trust laws.

Contractor hereby certifies that the contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Richmond Public Schools has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

## **M. VIRGINIA PUBLIC PROCUREMENT ACT/NONDISCRIMINATION CLAUSE**

**Employment discrimination by the Contractor shall be prohibited. (Section 2.2-4311, Code of Virginia)**

During the performance of this solicitation, Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Offeror is an equal opportunity employer.

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.

The Contractor will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each vendor.

## **N. APPLICABLE LAW**

The contract shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

## **O. LAWS AND REGULATIONS**

Contractor's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, including all rules and regulations of all authorities having jurisdiction over the project shall apply to the contract. They will be deemed to be included in the contract the same as though herein written out in full. Contractor must possess all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. If the Contractor is a corporation, Contractor further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

## **P. NOTICES**

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To Richmond Public Schools: Purchasing Officer named on the Cover sheet  
To Successful Contractor: Manager as defined in successful Contractor proposal.

*Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.*

## **Q. DRUG FREE WORKPLACE**

During the performance of the contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor
2. 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.
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
4. 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 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, or its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Contractor agrees to indemnify and hold harmless Richmond Public Schools and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Contractor or those for whom contractor is legally liable.

Upon written demand by Richmond Public Schools, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against Richmond Public Schools, or its agents, volunteers, servants, employees or officials.

The Contractor(s) also agrees to defend, save harmless, and indemnify the School Board from and against any and all claims for damages against the School Board allegedly caused by its errors, omission, or negligent acts in the performance of services under this contract.

The Contractor(s) further agrees to defend, save harmless, and indemnify the School Board from and against all claims for damages against the School Board allegedly caused, or efficiently contributed to, by its intentional failure to perform pursuant to the terms and conditions of this contract.

## **S. RENEWAL OF CONTRACT**

The contract shall be for a period of one (1) year effective from Date of Award and continuing through June 30, 2022. The Contractor and School Board may mutually agree to renew such contract for a period of one (1) year up to, but not exceeding, a maximum of three (3) additional consecutive years under the terms and conditions of the original contract. Written notice of RPS' intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

## **T. AUDITS**

Richmond Public Schools shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the contractor, its employees, agents, assigns, successors and subcontractors. The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least three (3) years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to RPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at the contractor's office or place of business in Richmond, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Richmond, Virginia, which is convenient for RPS. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which RPS may have by state, RPS, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

## **U. CERTIFICATION OF CRIMES AGAINST CHILDREN**

The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Attachment B and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the

revocation of any license required to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

## **V. CERTIFICATION OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES**

To the extent that neither Contractor nor any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools, Contractor shall reveal such relationships to the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Attachment C and submit the certification contemporaneously with this executed Contract.

## **W. ADA COMPLIANCE**

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Purchasing Officer no later than five (5) business days prior to the meeting at (804) 780-6185. If you are hearing or speech impaired, please contact the agency by calling the Americans with Disability Act Office TTY line at (804) 780-6226.

## **X. UNAUTHORIZED ALIENS**

The Contractor certifies that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## **Y. COMMONWEALTH OF VIRGINIA REGISTRATION**

Pursuant to Code of Virginia §2.2-4311.2 as amended, the Contractor warrants that it is authorized to transact business in the Commonwealth of Virginia if so required by Title 13.1 or Title 50 or as otherwise required by law, and agrees to maintain such authorization during the performance of this Contract.

**Vendor must submit appropriate documentation with their proposal, if required. (Attachment E)**

## **Z. SEVERABILITY**

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

## **A1. TAXES**

Richmond Public Schools is exempt from federal and state income, sales and use and excise taxes. The contractor shall not include such taxes in any invoices under this agreement. Exemption certificates, if required, will be provided upon request. The Contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the contractor which are legally enacted at the time proposals are received, whether or not yet effective. All taxes – City of Richmond business license, personal property, real estate and all other applicable tax requirements – are the responsibility of the Contractor. Richmond Public Schools assumes no tax liability under this RFP and any resulting contract.

## **B1. EXTENSION OF CONTRACT**

Richmond Public Schools reserves the right to extend the resulting contract for any reason for a period(s) up to but not to exceed 12 months. Any extension beyond 12 months will be subject to RPS renewal clause as stipulated above. This provision in no way impacts or alters the RPS's ability to renew the resulting contract consistent with the renewal option clause. This extension clause may be exercised when RPS determines that an extension of the contract is advantageous to the School Board. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

## **C1. CONSUMER PRICE INDEX (CPI)**

For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, Professional Services for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract terms prior to the proposed term.

### **D1. Contract Administration**

The successful administration of the post-award contracts will require close coordination with the Procurement Division. The Contract Administrator, Laura Faulcon, Manager of Alternative Education, who shall coordinate the work, and shall have the authority to make decisions in writing pending Purchasing's approval within the scope of the contract. Any modifications made must be authorized by the Purchasing Supervisor and issued as a written amendment to the Contract.

### **E1. Issuing Offices**

This RFP is being issued by the RPS Department of Procurement. Once Offeror has been selected, they will report to the Office of Academic Programs and Support.

### **F1. Scope**

This document contains the instructions governing the proposal to be submitted; the format in which proposals are to be submitted and the material to be submitted therein; product requirements, evaluation criteria; and contractual terms and conditions.

### **G1. Rejection of Proposals**

RPS reserves the right to cancel this Request for Proposal or reject proposals at any time prior to an award, and it is not required to furnish a statement of the reason a proposal was not deemed to be the most advantageous.

### **H1. Inquiries**

All inquiries concerning clarification of this RFP must be submitted via the Bonfire portal no later than ten (10) days prior to the closing date.

From the issuance of this RFP until contract award, communications concerning this solicitation, its evaluation and negotiations are formal. All correspondence, whether oral or written, must be communicated directly to the individual shown above in this section. Failure to abide by this formal communication requirement may cause RPS to disqualify your firm's proposal from further consideration.

### **II. No Contact**

Any contact with any School Board Member or RPS representative or employee, other than that outlined above in H.5, concerning this RFP is prohibited. Such unauthorized contact may disqualify your company from this procurement.

### **J1. Addenda to RFP**

Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail or email and accessible from the website to *all* prospective offerors. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

### **K1. Contractual Obligation**

The proposal submitted by the selected contractor shall become an attachment to the contract or agreement signed by the School Board and the selected firm. Price quotations and other time-dependent information contained in the proposals must be

valid for a minimum of ninety (90) days from the closing date of this RFP. Negotiations may be undertaken with Offerors whose proposals show them to be qualified, responsible, and capable of performing the work in accordance with stated criteria.

### **L1. Multiple Proposals**

An Offeror may submit more than one proposal. At least one of the proposals must be complete and must comply with all of the instructions contained in this RFP. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.

### **M1. Bond**

The School Board reserves the right to require the successful Offeror to furnish a performance bond in the amount of contract before award of contract. If no bond can be furnished by the successful offeror, Richmond Public Schools reserves the right to negotiate a contract with the next Offeror.

### **N1. Additional Services**

Additional services not covered by this contract shall be negotiated in advance, as necessary. These services will be dependent on the parties reaching mutual agreement as to adjustments in the service to be provided and the applicable rates. All rates for services not covered by this contract must be approved in writing by RPS, in advance, or payment for services will not be authorized. RPS reserves the right to obtain these services by other methods at any time.

### **FERPA Compliance**

Offerors shall comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), which protects the privacy of student education records.

### **Privacy Compliance**

Offerors shall comply with the student data and privacy policies of RPS which can be found via this link:  
<https://www.rvaschools.net/Page/1702>

### **Accessibility**

Offerors who use online digital learning platforms as instructional resources must comply with the Information Technology Accessibility Act (Code of Virginia - 2-2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities.

# Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

### Requested Information

Name	Type	# Files	Requirement
Signed Coversheet	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required
Attachment B - Minority Business Participation Form	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required
Attachment C - VA SCC Form	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx,	Multiple	Required

Name	Type	# Files	Requirement
	.word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)		
Attachment E - Certification of Crimes Against Children	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required
Attachment F - Certification of Interests with RPS Employees & School Board	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required
Attachment G - Statement of Debarment	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required
Technical Proposal	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt,	Multiple	Required

Name	Type	# Files	Requirement
	.text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)		
Price Proposal	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required
Proprietary and Confidentiality Form	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required

**Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

**2. Upload your submission at:**

<https://rps.bonfirehub.com/opportunities/42665>

The Q&A period for this opportunity starts Apr 19, 2021 6:00 PM EDT. The Q&A period for this opportunity ends May 04, 2021 10:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 17, 2021 10:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

Richmond Public Schools uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



**ATTACHMENT C**

**VIRGINIA STATE CORPORATION COMMISSION  
IDENTIFICATION NUMBER REQUIRED**

**Request for Proposal \_\_\_\_\_**

**The offeror shall check one of the following. The offeror is:**

a corporation or other business entity with the following SCC Identification Number:  
\_\_\_\_\_ **-OR-**

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SEC Identification Number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the Director of Procurement.

**SCHOOL BOARD OF THE CITY OF RICHMOND  
PROFESSIONAL / NONPROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT made and entered into this the \_\_\_ day of \_\_\_\_\_, 2021, by and between the School Board of the City of Richmond, acting by and through its duly authorized representative (hereinafter referred to as the "School Board"), and \_\_\_\_\_ (hereinafter referred to as the "Contractor").

**WITNESSETH:**

WHEREAS, the School Board desires to engage the services of the Contractor to provide \_\_\_\_\_ for Richmond Public Schools in accordance with specifications contained herein.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Contractor hereby agree that the Contractor shall provide services as an independent contractor in accordance with the terms and conditions of this Contract.

**ARTICLE I - SCOPE OF SERVICES**

1.1 The Contractor shall provide services as outlined in RFP# \_\_\_-\_\_\_-\_\_, Exhibit I, and the proposal submitted by the Contractor, all attached hereto and by this reference made a part hereof.

**ARTICLE II - COMMENCEMENT AND COMPLETION**

2.1 This Contract shall commence on \_\_\_\_\_, \_\_\_\_\_, and terminate on \_\_\_\_\_, \_\_\_\_\_ unless terminated earlier or renewed in accordance with other provisions herein.

### **ARTICLE III - PAYMENT**

3.1 As total compensation for the services to be rendered under this Contract, the School Board agrees to pay the Contractor the fee set forth in Exhibit II, attached hereto and by this reference made a part hereof.

3.2 Payments to the Contractor shall be made in accordance with the schedule set forth in Exhibit II.

3.3 The Contractor shall submit three (3) copies of an invoice which shall contain:

- a. Details and dates of services rendered;
- b. School Board's Purchase Order Number.

### **ARTICLE IV - ABANDONMENT AND TERMINATION**

4.1 This Contract can be terminated by the School Board or the Contractor, upon delivery of written notice, one to the other, at least thirty (30) days prior to such proposed termination date.

4.2 Upon termination of this Contract by the Contractor, payment shall not be made for any portion of the work completed unless the School Board determines, in its sole discretion, that the termination is to its advantage, in which event payment through the date of termination shall be as set forth below.

4.3 Should the School Board abandon the services to be performed herein, or terminate this Contract, the School Board shall be liable only to the extent of satisfactory completion of the work by the Contractor through the time of abandonment and upon delivery of completed or partially completed work to the School Board. The School Board shall have the full right to use such work

in any manner which it may designate where it may determine in its sole discretion, and without claim on the part of the Contractor for any additional compensation.

## **ARTICLE V - ASSIGNMENTS**

5.1 Neither the School Board nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of such other party.

## **ARTICLE VI - RESPONSIBILITIES OF THE CONTRACTOR**

6.1 The Contractor shall comply with the provisions of all labor laws, the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances, and regulations which may be applicable to the performance of this Contract, and the Contractor shall obtain all necessary licenses and permits as required thereunder.

6.2 During the performance of this Contract, the Contractor, the Contractor's assignees and successors in interest, affirms and agrees to comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. The essence of this requirement is found in the United States Code annotated Title 42, Section 2000-E-2 which states in part:

"Unlawful employment practices - Employer practices

- a. It shall be an unlawful employment practice for an employer -
  - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
  - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin."

"By entering into this Contract the Contractor certifies compliance with the aforesaid terms to wit: Title VI and Title VII of the Civil Rights Act of 1964, as amended."

6.3 The Contractor shall not use as a reference (for commercial or advertising purposes) any indication of undertakings on behalf of the School Board without prior written consent.

6.4 The Contractor warrants that no person or company has been employed or retained, other than bona fide employees working solely for the Contractor, to solicit or secure this Contract, and that the Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the School Board shall have the right to annul or void this Contract without liability.

6.5 The Contractor shall certify that Contractor, Contractor's employees, and all other persons that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as **Exhibit IV** and submit the certification contemporaneously with this executed Contract.

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

6.6 To the extent that Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools, Contractor shall reveal such

relationships to the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as **Exhibit V** and submit the certification contemporaneously with this executed Contract.

6.7 The Contractor certifies that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.8 The School Board and authorized representatives shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. The Contractor shall maintain complete and accurate records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals hereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, within five (5) business days to the School Board, through its agents, representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business in Richmond, Virginia. In the event that no such location is available, then the books and records shall be made available for audit at a time and location in Richmond, Virginia, which is convenient for The School Board. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which the School Board may have by its policies and local, state or federal statute, ordinance, resolution, regulation or agreement, whether those rights, powers or obligations are express or implied.

## **ARTICLE VII - RESPONSIBILITIES OF THE SCHOOL BOARD**

7.1 Any data or material furnished by the School Board to the Contractor shall remain the property of the School Board; and when no longer needed for performance under this Contract, shall be returned promptly to the School Board.

7.2 The School Board shall be bound under this Contract only to the extent that there are funds available to perform its obligations hereunder.

7.3 The School Board shall be bound under this Contract only to the extent that there is a need for services to be provided. Such need for services is to be determined by the School Board and its agents. A thirty day notice will be provided if there is no longer a need for services to be provided.

## **ARTICLE VIII - SEVERABILITY**

8.1 It is agreed that the illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of the Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

## **ARTICLE IX - TAXES**

9.1 The School Board shall not be liable for the payment of any taxes levied by the local, state or federal government against the Contractor, and all such taxes shall be paid by the Contractor; provided, however, should the School Board nevertheless pay any such taxes, the Contractor shall reimburse the School Board therefor. Upon request, the Contractor shall provide the School Board with evidence of payment of such taxes.

## **ARTICLE X - INDEMNIFICATION**

### **10.1 Indemnification**

Pursuant to the terms and conditions of this Contract, the Contractor agrees to defend, save harmless and indemnify the School Board from and against any and all claims for damages against the School Board allegedly caused by the Contractor's errors, omissions, or negligent acts in the performance of services under this Contract.

### **10.2 Insurance**

a. The Contractor shall furnish the School Board with a copy of its insurance certificate which provides protection under the Worker's Compensation Act and for employers' liability coverage. The insurance certificate will also indicate that a comprehensive general liability (CGL) policy with the CGL endorsement is in force. Also an appropriate professional liability policy will be indicated on the certificate. These insurance coverages should provide protection for the performance of services under this contract, as well as the obligations under Article XI.

b. In addition to the requirements as set forth in paragraph 10.1, which paragraph must be insured as set forth in paragraph 10.2(a.) hereinabove, the Contractor further agrees to defend, save harmless and indemnify the School Board from and against all claims for damages against the School Board allegedly caused, or efficiently contributed to, by the Contractor's intentional failure to perform properly pursuant to the terms and conditions of this Contract.

c. Such evidence of insurance must be approved by Counsel for the School Board and shall require at least thirty (30) days' prior notice to the School Board before cancellation.

#### **ARTICLE XI - COMPLIANCE WITH LAWS**

11.1 For the purpose of this Contract, it is understood and agreed that the laws, rules and regulations of the Commonwealth of Virginia shall govern.

#### **ARTICLE XII - ADDITIONAL PROVISIONS**

12.1 Additional provisions relating to Employment Discrimination by Contractor Prohibited, Drug-Free Workplace, Option to Renew, Certification of Crimes Against Children, and Certification of Interest and Relationships with School Board and Richmond Public Schools Employees in Exhibits II, III, IV and V are attached to and made a part of this Contract.

#### **ARTICLE XIII - NOTICES**

13.1 All notices or other communications given or required to be given under this Contract shall be in writing, and shall be deemed to have been given when hand delivered; or if delivered by mail, such notice shall be sent by registered or certified mail, return receipt requested,

first class, postage prepaid, and shall be deemed to have been delivered or received on the fifth (5th) day following the deposit of such in the United States mail.

All notices required hereunder shall be addressed as follows:

If to School Board:

Division of Purchasing  
Richmond Public Schools  
2395 Hermitage Road (VATEX BLDG.)  
Richmond, Virginia 23220-1307

If to Contractor:

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

**ARTICLE XIV - MISCELLANEOUS PROVISIONS**

14.1 This Contract represents the entire understanding between the parties and supersedes all previous negotiations, representations or agreement either written or oral. This Contract shall not be amended, altered or modified unless such amendment, modification or alteration is reduced to writing signed by both parties and attached hereto.

14.2 When used herein, the singular shall be held to include the plural, the male gender shall include the female gender and the neuter, and vice versa.

WHEREFORE, the parties have executed this Contract and made same effective as of the day and year first written above.

**APPROVED:**

\_\_\_\_\_  
Contractor

By:\_\_\_\_\_

\_\_\_\_\_  
Date

Attest:\_\_\_\_\_  
(Seal) (If a corporation)

SCHOOL BOARD OF THE CITY OF RICHMOND

By:\_\_\_\_\_  
Superintendent/Designee

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Counsel to School Board of the City of Richmond

\_\_\_\_\_  
Date

## **EXHIBIT I**

### **SCOPE OF SERVICES**

The Contractor shall provide \_\_\_\_\_ in accordance with RFP# \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_ and Contractor's Proposal to Richmond Public Schools ("RPS") for the period \_\_\_\_\_ through \_\_\_\_\_, unless otherwise terminated or extended in accordance with the terms of this Contract.

## **EXHIBIT II**

### **PAYMENT**

For services provided as described in Exhibit I above, Richmond Public Schools shall pay the Contractor, as outlined in **Exhibits**, in accordance with Article III-Section 3.3.

### **Additional Provisions**

Pursuant to the requirements of Section 2.2-4354 of the Code of Virginia of 1950, as amended the Contractor shall include the following in any Contract with a subcontractor related to this Contract:

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the School Board for work performed by the subcontractor under this Contract:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under this Contract; or
  - b. Notify the School Board and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall provide its federal employer identification number to the School Board.
3. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the School Board for work performed by the subcontractor under this Contract, except for amount withheld as allowed in subdivision 1.b above.
4. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.

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

6. The Contractor's obligations to pay an interest charge to a subcontractor pursuant to the payment clause above may not be construed to be an obligation of the School Board.

### **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

1. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

2. The Contractor will include the provisions of the foregoing paragraphs a., b., and c. in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. The Contractor shall not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

Richmond Public Schools does not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

### **DRUG-FREE WORKPLACE**

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement

Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **EXHIBIT III**

#### **OPTION TO RENEW**

It is further understood and agreed that this Contract may be extended by mutual consent thirty (30) days prior to the established expiration date. The School Board and the Contractor may, in writing, one to the other, mutually agree to extend such contract for additional one (1) year terms, not to exceed three (3) additional consecutive years.

### **EXHIBIT IV**

#### **CERTIFICATION OF CRIMES AGAINST CHILDREN**

Attached hereto.

### **EXHIBIT V**

#### **CERTIFICATION OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES**

Attached hereto

**EXHIBIT IV**

**CERTIFICATION  
OF  
CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this contract requires Contractor Contractor's employees or other persons within Contractor's control to have direct contact with Richmond Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

\*\*\*\*\*

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) \_\_\_\_\_

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

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT V**

**CERTIFICATION OF  
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC  
SCHOOLS EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools (“RPS”).

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

\*\*\*\*\*

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools.

The following individuals currently maintain a *financial* relationship with Contractor:

**RPS/School Board Employee’s Name:** \_\_\_\_\_

**Position with RPS/School:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following individuals currently maintain a *familial* relationship with Contractor:

**RPS/School Board Employee’s Name:** \_\_\_\_\_

**Position with RPS/School:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Attachment E**

***CERTIFICATION  
OF  
CRIMES AGAINST CHILDREN***

The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contract with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit IV and submit the certification contemporaneously with this executed Contract.

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

\*\*\*\*\*

Have you or, to the best of your knowledge, any of your employees who will have direct contact with students been convicted of a felony or any offense involving the sexual abuse or rape of a child?

NO

YES (please explain) \_\_\_\_\_

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

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Attachment F**

***CERTIFICATION OF INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES***

Contractor hereby certifies that neither Contractor, nor any of Contractor’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools (“RPS”).

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

\*\*\*\*\*

Neither contractor nor its officers, directors, or executive employees maintain a financial or family relationship with any person acting for, or employed by, the School Board or Richmond Public Schools.

The following individuals currently maintain a *financial* relationship with Contractor:

**RPS/School Board Employee’s Name:** \_\_\_\_\_

**Position with RPS/School:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_

The following individuals currently maintain a *familial* relationship with Contractor:

**RPS/School Board Employee’s Name:** \_\_\_\_\_

**Position with RPS/School:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Richmond Public Schools**  
2395 Hermitage Road  
Richmond, VA 23220-1307  
Division of Purchasing  
Phone: (804) 780-6110  
Fax: (804) 780-6151

**ATTACHMENT G**

**STATEMENT OF DEBARMENT**

I declare that my firm does not have any delinquent taxes owed to the state in which it is located to alleviate it from doing business with the State of Virginia and/or federal government within the past five (5) years.

I acknowledge that my firm has ***no*** pending litigation and/or debarment from doing business with the State of Virginia and/or federal government within the past five (5) years.

I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Virginia and/or federal government, within the past five (5) years.

*If so, please explain in detail, indicating resolution and date.*

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\*\*\*\*\*

Firm Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone No. \_\_\_\_\_



***NOTE: Failure to include litigation/debarment history or tax information will preclude you from doing business with Richmond Public Schools.***

## EXHIBIT A

### SCHEDULE "A" INSURANCE COVERAGE

The kinds and amounts of insurance required are as follows:

**A. Workers' Compensation and Employer's Liability:** Maintain Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$100,000 Each Employee/\$500,000 Policy Limit/\$100,000 Each Accident, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

**B. Automobile Liability:** Provide a minimum of \$2,000,000 combined single limit for each occurrence, for property damage liability and bodily injury liability including death. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

**C. Comprehensive General Liability:** Provide Comprehensive General Liability insurance to protect the Contractor, its subcontractors, and the interest of the School Division, its officers, employees, agents and volunteers, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. This insurance shall be furnished with the limits of not less than:

<b>Liability</b>	<b>Per Occurrence</b>	<b>Aggregate</b>
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$500,000	\$2,000,000

In addition, Comprehensive General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the Contract.

**D. Professional Liability**

Professional Liability, Errors and Omissions insurance coverage shall be provided for Contractors, Suppliers, and Vendors in the following professions/providing the following services:

<b>Profession/Service</b>	<b>Per Occurrence</b>	<b>Aggregate</b>
Accounting	\$1,000,000	\$3,000,000
Architecture	\$2,000,000	\$6,000,000
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000	\$3,000,000
Health Care Practitioner*	\$2,150,000	\$4,250,000
Insurance/Risk Management	\$1,000,000	\$3,000,000
Landscape/Architecture	\$1,000,000	\$1,000,000
Legal	\$1,000,000	\$5,000,000
Professional Engineer	\$2,000,000	\$6,000,000
Professional Surveying	\$1,000,000	\$1,000,000
Information Technology (IT) Solutions and Services**	\$2,000,000	\$2,000,000

\* Health Care Practitioner includes Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.

\*\* Exception for Suppliers providing except for computer-off-the-shelf (COTS) software products.

**E. Cyber Liability:** In addition to Errors and Omissions insurance coverage listed in Section D, Suppliers providing cloud-based IT services and solutions contracts must also provide coverage for Cyber Liability Coverage to assist in data loss or security breach in the amount of \$5,000,000 per occurrence.

**F. Additional Insured:** The Richmond City School Board, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the School Division may possess."

**G. Liability Insurance "Claims Made" basis:** If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**H. Excess or Umbrella Liability Policy:** Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.