

THE CITY OF RICHMOND PUBLIC SCHOOLS

Procurement Department
2395 Hermitage Road
Richmond, Virginia 23220

COVERSHEET RFP

Request for Proposals (RFP)

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

ISSUE DATE: November 30, 2020

Title: K-12 Science Curriculum & Supplemental Resources

DIRECT INQUIRIES TO: <https://rps.bonfirehub.com/opportunities/34665>

RFP NUMBER: 20-6974-11

Procurement Approval: Sarah Shertenlieb
DocuSigned by:
642D2178934248E...

Closing Date: January 22, 2021

Closing Time: 9:00 PM (EST)

How did you hear about this Bid / RFP?

Sealed proposals will be received until **9:00 p.m., January 22, 2021** for furnishing goods and services described herein. If necessary, any addendums will be posted in the Bonfire Portal.

Proposals will only 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) Name: _____
(Please print signer's name)

(State) (Zip Code) Title: _____

Phone: _____ Fax: _____

FEI #: _____ DUNS#: _____

E-Mail Address: _____

Please Initial to Acknowledge Receipt of Addenda: #1 _____ #2 _____ #3 _____

TABLE OF CONTENTS

PURPOSE.....	1
BACKGROUND.....	1
OVERVIEW.....	1
SCOPE OF WORK.....	2
REQUIREMENTS.....	3
EVALUATION CRITERIA.....	9
PROPOSAL SUBMISSION AND FORMAT.....	11
CONTRACT AWARD.....	12
TIMELINE.....	13
TERMS AND CONDITIONS.....	14
ATTACHMENT A - SUBMISSION INSTRUCTIONS.....	
ATTACHMENT B - MINORITY BUSINESS PARTICIPATION FORM.....	
ATTACHMENT C - VIRGINIA SCC FORM.....	
ATTACHMENT D - SAMPLE CONTRACT.....	
ATTACHMENT E - CERTIFICATION OF CRIMES AGAINST CHILDREN.....	
ATTACHMENT F - CERTIFICATION OF INTERESTS.....	
ATTACHMENT G - STATEMENT OF DEBARMENT.....	
ATTACHMENT H - SCHOOL DIRECTORY.....	
ATTACHMENT I - DATA SHARING AGREEMENT.....	
PRICING PROPOSAL SUBMISSION SHEET.....	

PURPOSE:

The intent and purpose of this Request for Proposal (RFP) and the resulting non-exclusive contract(s) is to solicit a percent discount contract(s) and obtain services of a qualified Offeror to deliver curriculum for Science in grades K-5, 6-8, and 9-12 (Earth Science, Biology, Chemistry, and Physics) to meet the current and future need to provide rigorous, relevant instruction to all students. Richmond City Public Schools (hereafter referred to as RPS) is looking for comprehensive, robust, engaging curricula, instructional materials and implementation support to facilitate the effective use of curricula in Science content areas for elementary, middle, and high. RPS seeks vendors with an existing product and significant experience working with similar K-12 educational users, along with a demonstrated knowledge of curriculum design that enables all students to be ready for college and/or career.

BACKGROUND:

The School Board of the City of Richmond 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 44 schools , which include, 25 elementary schools (grades PreK-5), 7 middle schools (grades 6-8), 5 comprehensive high schools (grades 9-12), as well as 3 specialty schools, 2 charter schools, 1 alternative school, 5 regional preschool centers, and 5 adult education programs. RPS' strategic plan, Dreams for RPS (<https://www.rvaschools.net/Page/5346>), is guided by our three core values of equity, engagement, and excellence and focuses on the following areas over the next five years:

- 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.

OVERVIEW:

Currently, teachers of science use Curriculum Guides (CG) which have been created by the Department of Curriculum and Instruction to construct unit and lesson plans for Tier 1 instruction, based on the knowledge and skills laid out in Virginia Department of Education curriculum frameworks. Each curriculum guide links directly to course-level, division-level, and state-level (SOL) learning standards and is designed to provide differentiated instruction. Additionally, RPS is at the end of multi-year contracts with two textbook providers: K-5 science has been using the Science Fusion series from Houghton Mifflin Harcourt Learning Technology, and secondary science classrooms have been using textbooks from McGraw Hill and Glencoe. Moreover, , there are a number of supplemental applications that the district has purchased and highlighted for use in the delivery of content, virtual simulations, and other purposes, including Gizmos, Legends of Learning, Discovery Education, Flocabulary, and others. At this time, RPS seeks to replace CGs with a comprehensive curriculum. In order to provide students with engaging and rigorous learning opportunities, RPS is looking to adopt a vertically-aligned, comprehensive curriculum that includes year-long course overviews, sequencing and pacing guidance, units or modules, daily lesson plans, and formative

assessments. To accompany the curriculum, instructional resources, such as workbooks, readings, lab kits, etc., should be included so that teachers have the materials needed to fully utilize the curriculum. To enable the effective and optimal use of the curriculum, RPS seeks to partner with organizations that can provide implementation support that enables teachers, teacher leaders, school leaders, and division-level instructional staff to deeply understand the content and design of a rigorous and engaging curriculum, as well as the practices and structures that support instructional planning and preparation to enable all students to be successful with the grade-level curriculum.

1. SCOPE OF WORK

RPS is seeking curricula for K-5 Science, 6-8 Science, and the high school courses of Biology, Chemistry, Earth Science and Physics in addition to instructional resources and implementation support to enable effective use of the curriculum to improve teaching and learning. The proposed curriculum should show alignment to the 2018 Virginia Science Standards of Learning (Standards:

https://www.doe.virginia.gov/testing/sol/standards_docs/science/2018/2018-science-sol.docx;

Curriculum Framework:

https://www.doe.virginia.gov/testing/sol/standards_docs/science/2018/2018-revised-science-curriculum-framework.docx) . The intent of this solicitation is to provide RPS with products and

services to meet these requirements, as detailed below.

1.1 Curriculum (embeds implementation support)

A comprehensive curriculum includes year-long course overviews, sequencing and pacing guidance, units or modules, daily lesson plans, and both formative and summative assessments. Curriculum will support teachers in their growth in facilitating student success. Curriculum is aligned to the knowledge and skills students need to be prepared for college and career and enables learners to demonstrate the attributes outlined in the Virginia Profile of a Graduate. Offerors may choose to submit a proposal for one grade band (K-2, 3-5, 6-8, 9-12) or all curriculum content grade areas. Implementation Support includes but is not limited to an introduction of how to use the curriculum, professional development aligned to content and content-pedagogy that aligns with the design of rigorous and engaging curriculum, and on-going coaching.

1.2 Supplemental Materials

Instructional Materials to be included are those that directly support the effective implementation of a comprehensive, college and career-ready aligned curriculum; specifically items that are required for complete implementation but may not be included in the curriculum package. Examples include workbooks, readings, lab kits, etc.

2. REQUIREMENTS

The following section comprises the broad needs of the provided curriculum. The list represents general and specific needs identified within the Scope of Work. RPS encourages Offerors to submit their entire catalog and turn-key solutions within the scope of this RFP for each curriculum content grade area in which they are applying. The curriculum content areas are not arranged in order of priority. It is understood that the publisher of such textbooks and/or digital curriculum shall provide to the local school board a certification that the content of the textbook is accurate and sign an agreement with the local school board to correct all factual and editing errors found in the textbooks at its own expense.

The following identifies general and specific needs which shall be addressed in the Offeror's proposal.

2.1 Curriculum Requirements

The following requirements are not arranged in order of priority. It is understood that the curriculum requirements are in addition to the Virginia Standards of Learning requirements.

- Content that is on grade-level for each specific grade;
- Comprehensive units with detailed lesson plans;
- Narrative of the content to support teachers' professional development;
- Instructional strategies that address the 5 C's (collaboration, critical thinking, creativity, communication, and citizenship);
- Specific tools that show and/or can support correlation of the content to the Virginia Standards of Learning;
- Lessons that include suggestions for scaffolding and enrichment of the focus content;
- Embedded assessments to monitor formative and summative student progress;
- Opportunities to assess students' mastery of content through standards-aligned performance tasks;
- Digital availability, with ease of downloading and editing, including the ability to make pacing/sequencing adjustments, and to address local and state standards; and
- Digitally interactive curriculum features, including virtual simulations, models, worksheets, texts, videos, adaptive quizzes, etc.;
- Analysis detailing the strengths and weaknesses of the curriculum in terms of instructional planning and support.

Science Specific:

- Curriculum that promotes a phenomenon-based philosophy of science instruction.
- Lessons and units that are based upon the 5E model of instruction.

- Curriculum that includes multiple hands-on (or equivalent virtual) experiences for students to ask questions, make observations, analyze data, and draw conclusions.
- Pedagogical push that shifts the load of learning from teacher-centered to student-centered instruction.
- Opportunities for teachers and students to investigate real-world and relevant issues through the lens of science.
- A focus on 3-dimensional learning that includes scientific practices, cross cutting concepts that persist vertically through the progression of K-12 science, and disciplinary core ideas (DCI).
- Supplemental materials that support the learning and reinforcement of the skills associated with scientific investigation - asking questions, working collaboratively, designing experiments, building and using models, researching, collecting and analyzing data, drawing conclusions, and communicating findings.

2.2 Product Road Map

The Successful Offeror shall provide a current product road-map, demonstrating research and development for the proposed curriculum during the next three to five years; proposals should include how the Offeror plans to keep the school division abreast of updates, upgrades or changes that could affect the quality and/or availability of the curriculum.

2.3 Upgrades and Maintenance

Proposals shall include plans, parties responsible for and costs for routine or required maintenance and support during the contract period (revisions to curriculum, upgrades to software, digital resources, uploading student information as required, etc.).

2.4 Samples

Offerors' shall provide curriculum samples in both digital and print format for the curriculum content areas reflected in their proposal. The curriculum should include but are not limited to curriculum overview, unit(s), lesson(s), assessments, alignment tools, and consumable/hands-on kits. RPS reserves the right to request additional samples from vendors on the shortlist (see Section 3 Evaluation Criteria). Access to digital resources should be valid through January 30, 2021. Offerors may ship or hand deliver samples to ship to Clark Springs Elementary School at 1101 Dance St, Richmond, VA 23220 between 1/11/2021 and 1/22/2021 Monday through Friday 9AM-3PM. **Samples sent prior to 1/11/2021 risk being lost and/or stolen as RPS staff will not be on site.** RPS is not responsible for samples that are delivered or dropped off prior to 1/11/2021.

Samples can be picked up at Clark Springs Elementary School after RPS posts the Notice of Intent to Award. Vendors are responsible for making pickup arrangements and all materials that aren't picked up thirty (60) days following the Notice of Intent to Award will be discarded.

2.5 Instructional Resources

Proposals shall include classroom materials and instructional resources needed to successfully prepare and deliver high-quality instruction aligned to the curriculum. Instructional Materials to be included are those that directly support the effective implementation of a comprehensive, college and career-ready aligned curriculum; specifically items that are required for complete implementation but may not be included in the curriculum package. Examples include but are not limited to: workbooks and hands-on kits.

If the Offeror does not directly supply these resources, successful proposals should outline ancillary resources to be purchased separately, and may include partner organizations or subcontractor in the proposal, including cost estimates.

2.6 Implementation Support

Proposals are to outline a comprehensive plan that ensures the successful implementation of the curriculum. The implementation of science curriculum will be a full implementation at all elementary, middle, and high schools in all grades. This plan shall consider key stakeholders, including but not limited to: teachers, school and division leaders, students, and/or parents. Successful offerors should include in the implementation plan professional development offerings for teachers to support the use of the materials and should be available in various formats including on-line and in person. The professional development model should include options for ongoing support with both implementation and sustainability plans. With the sustainability plans, options for train the trainer to build internal capacity should be addressed. Additional training for Instructional Division personnel, administrators, instructional coaches, and teachers who regularly support literacy instruction is desired. For purposes of proposal development, the following information can be used as needed to develop implementation plan proposal, but should not be seen as restrictive:

- Instructional Leader Cohorts generally meet for an extended time once/month (or more) (e.g. All elementary principals together; all instructional leads, etc.);
- There are eight pre-service days with teachers prior to the start of the school year; three of which are reserved for division-wide efforts and five of which are school-based; additionally, there are two division-wide professional development days (October and January);
- There is a week-long “Leader Academy” for principals and assistant principals in early August;
- Creative scheduling for release time for training is encouraged;
- School principals are supported and supervised in four clusters, each led by a Principal Director (2 elementary clusters, 1 middle school cluster and 1 high school cluster). Principal Directors report to the Chief Schools Officer and central instructional staff report to the Chief Academic Officer. The CSO and CAO’s vision and partnership are highly aligned;
- RPS is in “Division-Review” with the Virginia Department of Education due to repetitive failure to achieve minimum academic standards. This provides additional oversight but also additional support.

2.7 Network Requirements

Any product or service that is delivered digitally shall be web-based and not require software installation on individual devices (other than standard plug-ins). It is preferred that rostering via Clever is available for user accounts. All teachers, instructional staff, school leaders and select division staff will have user accounts where necessary. Any product or service in the Offeror's proposal shall be compatible with RPS network details as outlined below.

Network Overview

The Richmond Public Schools (RPS) network comprises 60 facilities connected back to the datacenter through a variety of WAN connections that provides access to a centrally switched LAN/WLAN infrastructure for approximately 30,000 computing devices across the district. School LANs/WLANs provide 100/1,000 Mbps connections to devices using 802.1x AAA security. Servers/services are provided in a hybrid Vcenter/ Vsphere deployment centralized out of the datacenter as well as dispersed locally to schools, administrative buildings and offices. The RPS datacenter includes an off-site, DR (disaster recovery) secondary location connected via an owned 1,000 Mbps fiber connection and 5 local WAN sub-hubs connected via a 10,000 Mbps fiber connection respectively. All student access to the internet is protected as per regulation of the Child Internet Protection ACT (CIPA) with content filter governance in the form of system appliances.

WAN Infrastructure

1. RPS WAN currently consists of several types of connectivity ranging from leased connectivity from two commercial providers to owned fiber.
2. All schools are connected via leased fiber providing 1,000 Mbps full duplex layer-two service.
3. RPS subscribes to a 7,000 Mbps line and a 2,000 Mbps line to the Internet from two different ISPs.
4. All owned 1,000 Mbps fiber connections terminate within the various WAN sub-hubs and all 10,000 Mbps lines terminate within the datacenter.

Server Systems Overview

RPS uses Microsoft Windows Active Directory. Domain Controllers are deployed at the Data Center and at the schools and administrative offices. Schools and administrative offices are provided AD services locally. Internal DNS is provided by the Data Center and external DNS is done by a service provider. Approximately 95% of DHCP is done at the schools and administrative offices servers and approximately 5% of DHCP is done on the switches at the schools and administrative offices. File and print services are done locally at the schools and administrative offices. Microsoft updates, web filtering, and anti-virus are provided by the Data Center. Our environment consists of approximately 95% virtualized servers running VMware. Approximately 5% of our servers consist of specialized appliances or hosts for VMware.

Desktop Environment

RPS uses a base device image containing universally available applications for standard deployments. All other applications that require application footprint are delivered remotely to the desktop outside of the primary state mandated assessments Test Nav which is included on an alternative student image. The list of standard software being deployed in all desktop is as follows:

Windows 10 Enterprise
Office 2013
Flash player
Shockwave
Adobe reader
Chrome
Internet Explorer 11
Edge
McAfee
Filewave

2.8 School Service Providers' Use of Student Personal Information

Offerors shall comply with the student data policy as stated in [RPS Bylaws and Policy 8-1.9](#).

Offerors shall provide in their proposal responses to the following:

- Clear and easy-to-understand information about the types of student personal information it collects through any school service and how it maintains, uses or shares such student personal information;
- Maintain a policy for the privacy of student personal information for each school service and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service;
- Maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personal information and makes use of appropriate administrative, technological and physical safeguards;
- Facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used or shared by the school service provider, or by such student's parent, either directly or through the student's school or teacher;
- Collect, maintain, use and share student personal information only with the consent of the student or, if the student is less than 18 years of age, his parent or for the purposes authorized in the contract between the School Board and the school service provider;
- When it collects student personal information directly from the student, to obtain the consent of the student or, if the student is less than 18 years of age, their parent(s)/guardian(s) before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service, and when it collects student personal information from an individual or entity other than the student, to obtain

the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service;

- require any successor entity or third party with whom it contracts to abide by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information;
- require that, upon the request of the school or School Board, the school service provider will delete student personal information within a reasonable period of time after such request unless the student or, if the student is less than 18 years of age, their parent(s)/guardian(s) consents to the maintenance of the student personal information by the school service provider; and
- provide, either directly to the student or his parent or through the school, access to an electronic copy of such student's personal information in a manner consistent with the functionality of the school service. Contracts between local school boards and school service providers may require that such electronic copy be in a machine-readable format.

Further, Offerors are prohibited from knowingly:

- using or sharing any student personal information for the purpose of targeted advertising to students;
- using or sharing any student personal information to create a personal profile of a student other than for elementary and secondary school purposes authorized by the school division, with the consent of the student or, if the student is less than 18 years of age, his parent, or as otherwise authorized in the contract between the school division and the school service provider; or
- selling student personal information except to the extent that such student personal information is sold to or acquired by a successor entity that purchases, merges with or otherwise acquires the school service provider.

2.9 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.

2.10 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/or white papers that demonstrate impact on student learning outcomes, where available, shall also be provided.

2.11 Key Personnel & Executive Summary

Where applicable, provide a description of the person(s) who will be directly coordinating services with RPS and their qualifications. Include an executive summary and organizational overview in the proposal.

2.12 Pricing Schedule

Offerors shall provide a catalog or link to a digital catalog for their goods and services for each content grade area for which they are submitting a proposal: (K-2, 3-5, 6-8, 9-12 or supplemental resources). Offerors should display price on a per unit basis. Pricing is requested in the format shown in the Attached Pricing Proposal Submission Sheet. Alternative pricing structures may be negotiated.

The Offeror's price proposal should list all applicable costs in each price area (Curriculum and Implementation and Supplemental Materials) to meet all requirements outlined in the Scope of Work. The costs detailed in the Offeror's price proposal should include but are not limited to professional development, implementation, materials, resources and supplies, consultants, technical and educational support, replacement materials, and shipping. Pricing should include a distinction of consumable and static items.

3. EVALUATION CRITERIA

For purposes of this RFP, adoption committee is synonymous with evaluation committee and may be used interchangeably.

Offerors are asked to address each requirement listed in the Specific Proposal Requirements, reflected in the following evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the Adoption Committee and the School Board may properly evaluate the Offeror's capabilities. Proposals will be evaluated using requirements as outlined in Section 2 of this RFP and procedures as outlined in [RPS Bylaws and Policy 5-5.5](#). The Adoption Committee will be representative of the Department of Instruction, building administrators, classroom teachers, and parents of pupils in the subject fields in which the adoptions are to be made. RPS reserves the right to include pupils on the evaluation committees.

3.1 Scoring Summary

Science Curriculum & Implementation Evaluation Criteria	Maximum Weight (100% Total)
Quality of Curriculum & Adherence to RFP Requirements as outlined by Statement of Needs: content aligns to national and state standards, is vertically-aligned and follows a clear progression of knowledge, concepts and skills, is presented in a user-friendly manner	40%
Quality of Implementation Plan: feasibility and coherence in regards to curriculum implementation, professional development, sustainability, and on-going support	20%
Research & References: demonstrated ability performing and delivering services as proposed; demonstrated impact through research on student learning outcomes	20%
Overall Cohesiveness of Proposal: unification of the Curriculum, Implementation Support, and supporting Instructional Resources components; seamless integration of	10%
Pricing Model: includes all associated costs	10%

Supplemental Resources Evaluation Criteria	Maximum Weight (100% Total)
Adherence to RFP Requirements: materials support the learning and reinforcement of the skills associated with scientific investigation; materials provide authentic, hands-on experiences for students; alignment to Virginia SOLs; supports the 5E model; provides students opportunities to practice and use the 5Cs; flexibility to use in virtual and actual settings; accompanied by professional learning that help teachers best use the materials; enhance instruction and differentiation without replacing the core curriculum	40%
Ease of Use: materials are user friendly and appropriate for grade specific instruction; materials prompt students to ask questions, work collaboratively, design experiments, build and use models, research, collect and analyze data, draw conclusions, and communicate findings.	20%

Quality of Resources: materials can be used repeatedly; durability and longevity of materials.	20%
Pricing Model: includes catalog list and all associated costs	20%

4. PROPOSAL SUBMISSION AND FORMAT

A complete proposal shall contain the following information:

- Signed Coversheet
- Technical proposal: responses to the requirements of Sections 2.1, 2.2, 2.3, 2.4, 2.6, 2.10, and 2.11 for each grade level area (K-5, 6-8, 9-12) the Offeror is proposing;
- Price Proposal Submission Sheet;
- Proprietary and Confidentiality Form;
- Attachment B - Minority Business Participation Form;
- Attachment C - State Corporation Commission Form;
- Attachment E - Certification of Crimes Against Children;
- Attachment F - Certification of Interests & Relationships with School Board and RPS Employees;
- Attachment G - Statement of Debarment; and
- Attachment I - Data Sharing Agreement (not required for Supplemental Materials proposals)

4.1 Pre-Proposal Meeting

RPS will hold a thirty (30) minute pre-proposal conference on 12/4/2020 via Zoom. Access to the Zoom meeting can be found at the link below. Offerors' attendance is optional.

[Zoom meeting](#)

Meeting ID: 977 0283 4504

Passcode: 044068

Dial by your location

- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington D.C)
- +1 312 626 6799 US (Chicago)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

4.2 Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal during the Finalist Interviews/Public Meeting period listed in Section 7. 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.

4.3 RPS Forms (See Attachments)

Offerors are required to submit the following items as a complete proposal as marked "Required". The following forms are to be submitted in addition to the requested information mentioned above in Section 4 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)
- Certification of Crimes Against Children (Attachment E Required Submission)
- Certification of Interests & Relationships with School Board and Richmond Public School Employees (Attachment F Required Submission)
- Statement of Debarment (Attachment G Required Submission)
- Attachment I - Data Sharing Agreement

5. CONTRACT AWARD

The evaluation committee will draft a shortlist of the top Offerors for each specific content area using the best value method on the basis of the evaluation factors included in Section 3.1. The top Offerors will be subject to public review and feedback. Afterwards, negotiations shall be conducted with the top Offeror(s) for each specific content area. Subsequently, RPS will award a contract to those Offerors.

Multiple awards will be made off of this request for proposal. Overall cost shall be considered, but need not be the sole determining factor. 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) and/or contracts are subject to the approval of the School Board of the City of Richmond.

6. TIMELINE

Activity	Date
RFP Release	11/30/2020
Pre-proposal Conference	12/4/2020
Issue Addendum #1 for Pre-Proposal Conference Questions and Answers	12/8/2020
Question Cut-Off, by 9:00 PM (EST)	12/11/2020
Issue Addendum #2 for Questions and Answers	12/15/2020
Proposal Due-Date, by 9:00 PM (EST)	1/22/2021
Evaluate Proposals	1/25- 2/12/2021
Finalist Interviews/Public Meetings	2/15/21-3/5/2021
Negotiations	3/8-3/24/2021
Legal Review	3/25-4/9/2021
Notice of Intent to Award	3/25/2021
School Board Approval	4/19/2021
Contract Signing and Execution	4/20/2021

7. RPS TERMS AND CONDITIONS

A. CONTRACT PERIOD

The initial contract term shall be for a period of two (2) years effective from the Date of Award. The contract may be renewed by RPS upon written agreement of both parties for five (5) additional one (1) year consecutive periods.

B. OPTION TO RENEW

It is further understood and agreed that a resulting contract may be renewed by mutual consent and written notice sixty (60) days prior to the expiration of the resulting two (2) year contract. 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 five (5) additional consecutive years under the terms and conditions of the original contract. RPS reserves the right to renegotiate the rates, terms, and conditions of the original contract sixty (60) days prior to the expiration date of each contract period.

If the contract is renewed beyond the initial contract period, the first option year, and if each additional option year is subject to a price increase, this increase will 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.

C. CONTRACT ADMINISTRATION

The successful administration of this contract will require close coordination with the Department of Instruction. The Procurement Division has designated the Contract Administrator as, Autumn Nabors, (Richmond Public Schools Director of Curriculum and Instruction) who shall coordinate the work, and shall have the authority to make decisions in writing binding their respective employees on matters 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.

D. ISSUING OFFICES

This RFP is being issued by the RPS Division of Purchasing. Once Offeror has been selected, they will report to the Director of Curriculum & Instruction.

E. 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.

F. 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. 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.

G. INQUIRIES

All inquiries concerning clarification of this RFP must be submitted in writing in the Bonfire portal no later than the question cutoff date as shown in the Timeline in Section 6.

From the issuance of this RFP until contract award, communications concerning this solicitation, its evaluation and negotiations are formal. All correspondence must be communicated through the Bonfire portal. Failure to abide by this formal communication requirement may cause RPS to disqualify your firm's proposal from further consideration.

H. NO CONTACT

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

I. INCURRING COSTS

RPS will not be held responsible for any costs incurred by the offeror for work performed in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

J. ADDENDA TO RFP

Addenda to this RFP may be necessary prior to the closing date and will be furnished electronically in the Bonfire portal and accessible from the website to *all* prospective offerors. Failure to acknowledge receipt of addenda in accordance with the instructions contained in the amendment may result in the proposal not being considered.

K. CONTRACTUAL OBLIGATION

The proposal submitted by the selected contractor shall become an attachment to the contract or agreement signed by the Richmond Public Schools 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.

L. 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.

M. BOND

Richmond Public Schools 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.

N. FUTURE GOODS AND SERVICES

Richmond Public Schools reserves the right to have the successful Offeror(s) provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. 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. Such newly introduced additional Goods and Services will be provided to Richmond Public Schools at favored nations pricing, terms, and conditions.

O. ORDERING PROCEDURES

Richmond Public Schools does not place verbal orders for the Goods and Services. Richmond Public Schools may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of the successful Offeror(s)' provision of the Goods and Services. Accordingly, at Richmond Public Schools' request, the successful Offeror(s) will issue a proposal/quotation listing the Goods and Services desired by Richmond Public Schools and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, Richmond Public Schools will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the successful Offeror(s) unless a new formal written Purchase Order or Purchase Order revision is issued by Richmond Public Schools authorizing a specific additional fee amount. Under no circumstances does Richmond Public Schools authorize the successful Offeror(s) to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the successful Offeror(s) provide Goods and Services prior to receipt of a written formal Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk. RPS may request individual or multiple shipments for orders.

P. PROJECT MANAGER

In the event that the Project Manager, or any other individual responsible for Richmond Public Schools' account, is no longer employed by the Successful Offeror(s), is unavailable for any reason, or is performing in an unsatisfactory manner as determined by Richmond Public Schools' Contract Administrator, the successful Offeror(s) will propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the Services to Richmond Public Schools. Richmond Public Schools reserves the right to approve the replacement or to cancel the Agreement.

Q. REJECTION OF PROPOSALS

Richmond Public Schools reserves the right to reject any and all proposals. Richmond School Board reserves the right to negotiate with the selected Offeror(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.

R. 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, sexual orientation and/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.

S. FAITH BASED ORGANIZATION

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

T. 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.

U. STANDARD CONTRACT

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

V. 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.

W. CANCELLATION

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

X. INSURANCE

Prior to the contract(s) being sent for signatures to the successful Offeror(s), the successful Offeror(s) must furnish to the School Board its Certificate of Liability Insurance detailing insurance coverages as listed in Exhibit A (attached). No agreement will be executed by Richmond Public Schools until the successful Offeror(s) satisfy the insurance requirements of Richmond Public Schools. Richmond Public Schools reserves the right to approve any insurance proposed by the successful Offeror(s). The successful Offeror(s) shall submit the Certificate of Liability Insurance by mail to:

Risk Management Department

Richmond Public Schools

301 North 9th Street

13th Floor

Richmond, VA 23219

Y. INVOICING

The successful Offeror(s) shall submit itemized invoices detailing the work performed and referencing the Purchase Order number. Richmond Public Schools reserves the right to reject invoices that do not meet the aforementioned requirements.

The successful Offeror(s) shall submit one original invoice either electronically or by mail. The email address to submit electronic invoices is accountspayable@rvaschools.net. Invoices sent by mail are to be mailed to:

Richmond Public Schools
Finance Department, Accounts Payable
301 North Ninth Street
16th Floor
Richmond, VA 23219-1927
Phone: 804.780.7095

Z. ASSIGNMENT

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

AA. ANTI-COLLUSION CLAUSE

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

Offeror 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.

Offeror 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.

BB. VIRGINIA PUBLIC PROCUREMENT ACT/NONDISCRIMINATION CLAUSE

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

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

Offeror 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 Offeror. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, 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 Offeror 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.

CC. 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.

DD. LAWS AND REGULATIONS

Offeror'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. Offeror 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 Offeror is a corporation, Offeror 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.

EE. 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 five (5) 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 Director.

To Successful Offeror: Manager as defined in successful Offeror 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.

FF. DRUG FREE WORKPLACE

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

1. Provide a drug-free workplace for the Offeror's employees.
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 Offeror'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 Offeror that the Offeror 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 an Offeror 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.

GG. HOLD HARMLESS – INDEMNIFICATION

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.

HH. 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.

II. 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 E** 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.

JJ. 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 F** and submit the certification contemporaneously with the executed Contract.

KK. ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proposal should contact the Purchasing Officer no later than five (5) business days prior to the proposal close date at (804) 780-6110. 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.

LL. 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.

MM. 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.

Contractor(s) must submit appropriate documentation with their proposal, if required. (Attachment C)

NN. 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.

OO. 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/or any resulting contract.

PP. 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.

QQ. 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.

RR. FAVORED NATIONS

The Contractor represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

SS. MINORITY BUSINESS PARTICIPATION

Richmond Public Schools, 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 Richmond Public Schools. Contractor(s) shall submit with their proposal a Minority Business Participation Form (**Attachment B**).

TT. STATEMENT OF DEBARMENT

Contractor(s) shall submit with their proposal a Statement of Debarment (**Attachment G**).

UU. VENDOR MANUAL

It is understood and agreed that the successful Offeror(s) shall adhere to the terms, conditions, and processes in the Vendor Manual, which can be found at: <https://www.rvaschools.net/Page/1345> .

X. 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.

WW. PAYMENT

RPS standard payment terms are Net45 days after receipt of invoice by the RPS Finance Department. Alternate and expedited payment terms may be negotiated.

SPECIAL TERMS AND CONDITIONS

A. NON-VISUAL ACCESS

All information technology which, pursuant to this solicitation, is purchased or upgraded by or for the use of Richmond Public Schools, shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of the contract:

- i. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- ii. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- iii. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv. The Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of Richmond Public Schools determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

B. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of Richmond Public Schools. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. **Before a contractor can share PII with Subcontractor, the subcontractor must have an agreement with the Contractor that addresses FERPA compliance.**

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:

Liability	Per Occurrence	Aggregate
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:

Profession/Service	Per Occurrence	Aggregate
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.



Attachment A - Submission Instructions

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 Cover Letter	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)	1	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)	1	Required
Technical 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,	Multiple	Required



Name	Type	# Files	Requirement
	.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
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)	1	Required
Attachment C - State Corporation Commission 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)	1	Required
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,	1	Required



Name	Type	# Files	Requirement
	.text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)		
Attachment I - Data Sharing Agreement	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 & Relationships with School Board and Richmond Public School Employees	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)	1	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



Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	601021	Language arts resource materials	
UNSPSC	60101707	Curriculum guides	
UNSPSC	60106001	Middle school curriculum resource or idea books	

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/34665>

The Q&A period for this opportunity starts Nov 30, 2020 5:00 PM EST. The Q&A period for this opportunity ends Dec 11, 2020 7:00 PM EST. 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 **Jan 22, 2021 9:00 PM EST**. 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 for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



ATTACHMENT B

MINORITY BUSINESS/PARTICIPATION COMMITMENT FORM

Richmond Public Schools, in awarding contracts to its contractors and suppliers, shall strive to obtain a minimum of twenty percent (20%) of the aggregate expenditure from minority-owned business enterprises. To implement this policy, RPS shall encourage minority participation through subcontracting, joint ventures or other methods in contracting for jobs. You must complete this form, indicating the percentage of this contract that will be subcontracted to minority vendors and the level of participation awarded to minority contractors. **FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR PROPOSAL BEING DECLARED NONRESPONSIVE, THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.**

The offeror agrees to expend at least _____% of the contract if awarded for minority enterprises. For purposes of this commitment, the term "minority business enterprise" means a business at least fifty-one percent (51%) of which is owned and controlled by minority group members, or in case of a publicly-owned business, at least fifty-one percent (51%) of the stock of which is minority owned, and the business is controlled by minorities. For the purposes of the preceding sentence "minority group members" are citizens of the United States who are African-Americans. Minority Business Enterprises may be employed as subcontractors or as vendors or suppliers. The offeror must indicate the minority business enterprises it intends to utilize on this project and the percentage of the aggregate of the contract it intends to award to the minority firm.

A. Offeror is a Minority Firm: *Minority Group _____ (See Categories below)

B.	Names and Addresses of Subcontracted Minority Firms	Contact Information (Phone and Email)	*Minority Group	Dollar Amount
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
	_____	_____	_____	_____
				(Total)

C. Offeror and the MBE(s) agree that the MBE shall not subcontract or assign any work described herein to another entity without the prior written approval of Richmond Public Schools.

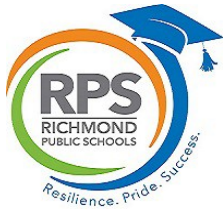
D. The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the offeror to the commitment herein set forth.

*Minority Group Categories

AFA	African American
HA	Hispanic American
AA	Asian American
NA	Native American
WO	Women Owned
LGBTQ	Lesbian Gay Bisexual Transgender Questioning

Contractor

Name of Authorized Officer



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. ☐

ATTACHMENT D

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

THIS CONTRACT made and entered into this the ____ day of _____, _____ 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 services furnished by the Contractor shall include, but are not necessarily limited to those outlined in RFP# 20- 6974-11, 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 Richmond Public Schools. 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 rules, regulations and laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions shall govern.

ARTICLE XII - ADDITIONAL PROVISIONS

12.1 Additional provisions relating to Employment Discrimination by Contractor Prohibited, Drug-Free Workplace, Option to Renew, Certificate of Crime Against Children, and Certificate 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:

Director of Procurement
Richmond Public Schools
2395 Hermitage Road
Richmond, Virginia 23220

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

SCHOOL BOARD OF THE CITY OF RICHMOND

By:_____

By:_____
Superintendent/Designee

Date

Date

Attest:_____
(Seal) (If a corporation)

Approved as to form:

Counsel to School Board of the City of Richmond

Date

EXHIBIT I

SCOPE OF SERVICES

The Contractor shall provide _____ services in accordance with RFP# **20-6962-7** 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, RPS shall pay the Contractor as outlined in _____ 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 renewed by mutual consent sixty (60) days prior to the established expiration date. Richmond Public Schools and the Contractor may, in writing, one to the other, mutually agree to renew such contract for additional one (1) year terms, not to exceed seven (7) additional consecutive years.

EXHIBIT IV

CERTIFICATE FOR CRIME AGAINST CHILDREN

Attached hereto.

EXHIBIT V

CERTIFICATE 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: _____

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
By: _____

Date

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.

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.

Attachment H - School Directory

SCHOOL NAME	SCHOOL ADDRESS	ZIP	SCHOOL PHONE #	SCHOOL TYPE
<u>ALBERT HILL MIDDLE SCHOOL</u>	3400 PATTERSON AVENUE	23221	780-6107	MS
<u>AMELIA STREET SCHOOL</u>	1821 AMELIA STREET	23220	780-6275	OTHER
<u>ARMSTRONG HIGH SCHOOL</u>	2300 COOL LANE	23223	780-4449	HS
<u>BELLEVUE ELEMENTARY SCHOOL</u>	2301 EAST GRACE STREET	23223	780-4417	ES
<u>BINFORD MIDDLE SCHOOL</u>	1701 FLOYD AVENUE	23220	780-6231	MS
<u>BOUSHALL MIDDLE SCHOOL</u>	3400 HOPKINS ROAD	23234	780-5016	MS
<u>BROAD ROCK ELEMENTARY</u>	4615 FERGUSON LANE	23234	780-5048	ES
<u>CHIMBORAZO ELEMENTARY</u>	3000 EAST MARSHALL STREET	23223	780-8392	ES
<u>E. D. REDD ELEMENTARY</u>	5601 JAHNKE ROAD	23225	780-5061	ES
<u>BARACK OBAMA ELEMENTARY</u>	3101 FENDALL AVE	23222	780-5082	ES
<u>RIVER CITY MIDDLE SCHOOL</u>	6300 HULL STREET	23224	272-7554	MS
<u>FAIRFIELD COURT ELEMENTARY</u>	2510 PHAUP STREET	23223	780-4639	ES
<u>FRANKLIN MILITARY ACADEMY</u>	701 NORTH 37TH STREET	23223	780-8526	HS
<u>G. H. REID ELEMENTARY</u>	1301 WHITEHEAD ROAD	23225	745-3550	ES
<u>HENRY L. MARSH, III ELEMENTARY</u>	813 NORTH 28TH STREET	23223	780-4401	ES
<u>GEORGE WASHINGTON CARVER ELEMENTARY</u>	1110 WEST LEIGH STREET	23220	780-6247	ES

<u>GEORGE WYTHER HIGH SCHOOL FOR THE ARTS</u>	4314 CRUTCHFIELD STREET	23225	780-5037	HS
<u>GINTER PARK ELEMENTARY</u>	3817 CHAMBERLAYNE AVENUE	23227	780-8193	ES
<u>GINTER PARK ELEMENTARY - ANNEX</u>	4011 MOSS SIDE AVE	23222	780-8463	ES
<u>HUGUENOT HIGH SCHOOL</u>	7945 FOREST HILL AVENUE	23225	320-7967	HS
<u>J. B. FISHER ELEMENTARY</u>	3701 GARDEN ROAD	23235	327-5612	ES
<u>J. L. FRANCIS ELEMENTARY</u>	5146 SNEAD ROAD	23224	745-3702	ES
<u>CARDINAL ELEMENTARY</u>	4211 KINSLEY AVE	23224	780-4879	ES
<u>J.H. BLACKWELL ELEMENTARY (ANNEX BLDG)</u>	238 EAST 14TH STREET	23224	780-5064	ES
<u>J.H. BLACKWELL ELEMENTARY SCHOOL</u>	300 EAST 15TH STREET	23224	780-5078	ES
<u>JOHN B. CARY ELEMENTARY</u>	3021 MAPLEWOOD AVENUE	23221	780-6252	ES
<u>JOHN MARSHALL HIGH SCHOOL</u>	4225 OLD BROOK ROAD	23227	780-6052	HS
<u>LINWOOD HOLTON ELEMENTARY SCHOOL</u>	1600 WEST LABURNUM AVE	23227	228-5310	ES
<u>LUCILLE MURRAY BROWN MIDDLE SCHOOL</u>	6300 JAHNKE ROAD	23225	319-3015	MS
<u>MAGGIE WALKER GOVERNOR SCHOOL</u>	1000 N. LOMBARDY ST	23220	354-6800	OTHER
<u>MARTIN LUTHER KING JR.</u>	1000 MOSBY STREET	23223	780-8011	MS
<u>MARY MUNFORD ELEMENTARY</u>	211 WESTMORELAND AVENUE	23226	780-6267	ES
<u>MATH & SCIENCE INNOVATION CENTER</u>	2401 HARTMAN ST	23223	343-6525	OTHER

<u>MILES JEROME JONES ELEMENTARY SCHOOL</u>	200 BEAUFONT HILL DRIVE	23225	319-3185	ES
<u>OAK GROVE ELEMENTARY</u>	2200 INGRAM AVENUE	23224	780-5008	ES
<u>OPEN HIGH SCHOOL</u>	600 SOUTH PINE STREET	23220	780-4661	HS
<u>OVERBY-SHEPPARD ELEMENTARY</u>	2300 FIRST AVENUE	23222	329-2515	ES
<u>PATRICK HENRY SCHOOL OF SCIENCE</u>	3411 SEMMES AVENUE	23225	888-7061	
<u>PRESCHOOL DEVELOPMENT CENTER</u>	2124 NORTH 29TH STREET	23223	644-2357	OTHER
<u>PRESCHOOL LEARNING CENTER AT MAYMONT</u>	1211 SOUTH ALLEN AVENUE	23220	780-6087	ES
<u>REAL SCHOOL</u>	4319 OLD BROOK RD	23227	780-6010	OTHER
<u>RICHMOND ALTERNATIVE SCHOOL</u>	119 WEST LEIGH STREET	23220	780-4396	OTHER
<u>RICHMOND CAREER EDUC & EMPLMNT ACADEMY</u>	4314 CRUTCHFIELD STREET	23225	230-7763	OTHER
<u>RICHMOND COMMUNITY HIGH SCHOOL</u>	201 E. BROOKLAND PARK BLVD	23222	780-4332	HS
<u>RICHMOND TECHNICAL CENTER - NORTH</u>	2015 SEDDON WAY	23230	780-6272	OTHER
<u>RICHMOND TECHNICAL CENTER - SOUTH</u>	2020 WESTWOOD AVENUE	23230	780-6237	OTHER
<u>SOUTHAMPTON ELEMENTARY</u>	3333 CHEVERLY ROAD	23225	320-2434	ES
<u>SWANSBORO ELEMENTARY</u>	3160 MIDLOTHIAN TURNPIKE	23224	780-5030	ES
<u>THIRTEEN ACRES</u>	1101 DANCE STREET	23220	780-6072	OTHER
<u>THOMAS H. HENDERSON MIDDLE SCHOOL</u>	4319 OLD BROOK ROAD	23227	780-8288	MS

<u>THOMAS JEFFERSON HIGH SCHOOL</u>	4100 WEST GRACE STREET	23230	780-6028	HS
<u>WESTOVER HILLS ELEMENTARY</u>	1211 JAHNKE ROAD	23225	780-5002	ES
<u>WILLIAM FOX ELEMENTARY</u>	2300 HANOVER AVENUE	23220	780-6259	ES
<u>WOODVILLE ELEMENTARY SCHOOL</u>	2000 NORTH 28TH STREET	23223	780-4821	ES

Attachment I

ADDENDUM BETWEEN "CONTRACTOR" and RICHMOND CITY PUBLIC SCHOOLS REGARDING DATA SHARING FOR RESEARCH AND CONTRACTOR SUPPORT PURPOSES

This agreement ("Agreement") regarding data sharing for research studies is entered into by and between the Richmond City Public Schools ("RPS") and ("CONTRACTOR"), collectively, the "Parties."

The scope of this agreement is limited to projects with an enforceable Memorandum of Understanding, which collect data to advance the goals of the RPS strategic plan.

PURPOSE

("CONTRACTOR"), submitted a completed RPS CONTRACTOR Inquiry form (Exhibit A) to RPS. RPS approved the sharing of data with ("CONTRACTOR"), and the data approved for sharing are outlined in Exhibit D. The purpose of this Agreement is to authorize the release of student information while maintaining the confidentiality of student data, and;

- Establish a working relationship between RPS and ("CONTRACTOR") that supports responsible use of data;
- Establish permission for ("CONTRACTOR") to designate an agent(s) to provide evaluation methodology and data collection, analysis and reporting services on its behalf, within a scope to be agreed to by RPS;
- Authorize the use of specified school and student information to ("CONTRACTOR") for use in data analysis and decision making; and
- Protect against unauthorized access to and disclosure of personally identifiable student information.

1. DEFINITIONS

Personally Identifiable Information. As used in this Agreement, "Personally Identifiable Information" or "PII" means that student information identified as such in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec 1232g, and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3. "De-identified Data" means Student Information or data that does not contain any PII, such as names, identification numbers, or dates of birth.

2. DATA SHARING

2.1 To assess progress in RPS and with RPS community partners, RPS may share specified data with ("CONTRACTOR") some of which may contain PII if RPS has the permission of the adult student or the students' parents and/or guardians to share PII. The particular files and fields to be shared will be specified on a Project basis as outlined in each Project Authorization and will depend upon the nature of

the questions to be addressed by (“CONTRACTOR”). Nothing in this paragraph prevents RPS from only sharing De-Identified Data with (“CONTRACTOR”) whenever data is shared with (“CONTRACTOR”). It is the responsibility of the (“CONTRACTOR”) to obtain consent from the parents of the [CONTRACTOR’s] program participants to access data from RPS regarding program participants who are RPS students.

2.2 Each Project Authorization shall identify all [CONTRACTOR] officers, employees, and contracted support agencies who will have access to Personally Identifiable Information during the research project described in the Project Authorization, and shall specifically identify the [CONTRACTOR] officer, employee, or contractor whom [CONTRACTOR] has designated to be the custodian of the PII obtained from RPS for the project. [CONTRACTOR] shall ensure that the custodian and other [CONTRACTOR] personnel who have access to PII understands the confidential nature of PII; understand the legal obligations regarding PII under FERPA, Virginia law, this Agreement, and the Project Authorization; have received training from [CONTRACTOR] regarding those obligations; and comply with the aforementioned obligations.

2.3 Only [CONTRACTOR] officers and employees with a legitimate interest in PII, as demonstrated by the parameters of the Project Authorization, shall be included in a Project Authorization.

2.4 Execution of the Project Authorization by RPS’s Superintendent or designee and [CONTRACTOR]’s authorized representative (email acceptable) will be the only acceptable authorization for the release of PII to [CONTRACTOR].

2.5 Project Authorizations are only valid if the Partnership Agreement MOU and this Annual Agreement are both signed, current, and on file at [CONTRACTOR] and RPS.

2.6 2.3 [CONTRACTOR] understands that PII from educational records is confidential and cannot be re-disclosed by publishing and/or revealing to any third party such information in any way that allows individuals to be directly or indirectly identified. [CONTRACTOR] shall not re-disclose PII in any way that causes a breach in confidentiality.

3. DATA SECURITY AND PROTECTION OF PRIVACY

To effect the transfer of data and information that is subject to federal and state confidentiality laws and to ensure that the required confidentiality of Personally Identifiable Information shall always be maintained, [CONTRACTOR] agrees to the following in compliance with FERPA in general and 34 C.F.R. 99.31 (a) (6) specifically:

3.1 [CONTRACTOR] will comply with the provisions of FERPA and Virginia law as they apply to PII. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under federal or state law or regulation.

3.2 Method of transfer. RPS and the [CONTRACTOR] agree to work cooperatively to determine the proper medium and method for the transfer of the de-identified data between each other. [CONTRACTOR] will confirm the transfer of confidential data and notify RPS as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol will apply to any transfer of data from [CONTRACTOR] to RPS.

a. If the data being shared is De-Identified Data, the data may be shared via electronic mail if the following conditions are met:

1. The file being sent is password protected;
2. It is being sent between RPS and [CONTRACTOR] email addresses only.

3.3 Student-level data shall not be stored by [CONTRACTOR] on portable devices or media unless the [CONTRACTOR] encrypts the device with commercial encryption software using a minimum of 128 bit encryption.

3.4 [CONTRACTOR] shall use Personally Identifiable Information and De-Identified Data shared under this Agreement for no purpose other than to meet the objectives of the research study or support of community partners as specified in the Project Authorization.

3.5 [CONTRACTOR] shall conduct research studies having Project Authorization in a manner that does not permit personal identification of students or parents, if provided, by anyone other than representatives of [CONTRACTOR] with a legitimate interest in the information and RPS.

3.6 [CONTRACTOR] shall not disclose Personally Identifiable Information in any manner that could identify, directly or indirectly, any individual student or parent except as authorized by FERPA and provided for in a Project Authorization. In such cases, the Project Authorization will clearly specify the information to be disclosed, the entity receiving the information, if other than RPS, and the purpose of the disclosure.

3.7 [CONTRACTOR] may only present, publish and use the data in an aggregated form, with no Personally Identifiable Information. To ensure no PII is released, [CONTRACTOR] further agrees to send the RPS Academic Office a copy of any such proposed publication thirty (30) days prior to submission for publication. If no RPS response is received within twenty-five (25) days, RPS's consent to publication shall be presumed. [CONTRACTOR], on request of RPS, shall delete any PII in the proposed publication. Any papers published shall give appropriate recognition to the support received from RPS. [CONTRACTOR] may share such data with [CONTRACTOR]'s Resource Teams, Advisory Committee, and Board so long as the members of such groups have agreed to or are under a legal obligation to keep such information confidential. [CONTRACTOR] may share such information with shared [CONTRACTOR] and RPS Partners who have executed a written confidentiality agreement with [CONTRACTOR] and RPS agreeing not to share or disseminate such information provided by [CONTRACTOR]. No PII will be shared with these members except to the extent specific authorization for such PII sharing has been provided for in the Project Authorization and all state and federal laws have been complied with.

3.8 [CONTRACTOR] will not provide any data obtained under this Agreement to any entity or person that [CONTRACTOR] knows is ineligible to receive data protected by FERPA.

3.9 [CONTRACTOR] will destroy or return all data files and hard copy records to RPS that contain Personally Identifiable Information and purge any copies of such data from its computer system:

- 3.9.1 Immediately upon termination of this Agreement, either by expiration or as provided herein;
- or

3.9.2 Within twenty (20) business days after Personally Identifiable Information is no longer needed for the purposes stated in the Project Authorization; and

3.9.3 If requested, [CONTRACTOR] shall provide to RPS an affidavit confirming the destruction and/or return of PII within ten (10) business days of such request.

3.10 [CONTRACTOR] understands that the Agreement does not convey ownership of RPS's data to [CONTRACTOR] and at all times RPS is the owner of the data provided.

4. PROJECT AUTHORIZATIONS

4.1 For each research study conducted by [CONTRACTOR] and/or its agent(s) under this Agreement, the Parties shall separately describe the specifics of each project ("Project Authorization").

4.2. The terms and conditions contained in each Project Authorization shall be incorporated into this Agreement and become binding on the Parties. [CONTRACTOR] will only receive access to the RPS student information as detailed in Project Authorizations. Additionally, [CONTRACTOR] shall only use the data received from RPS as described within a mutually executed Project Authorization according to the terms of this Agreement.

4.3 Each Project Authorization (a template Project Authorization is included as Exhibit B) shall include, but not be limited to, the following information:

- 4.3.1 The Project Title
- 4.3.2 Purpose
- 4.3.3 Duration
- 4.3.4 All data fields and files to be provided by RPS, including but not limited to Personally Identifiable Information;
- 4.3.5 Time period of data to be accessed
- 4.3.6 Description of the potential research outcomes.
- 4.3.7 [CONTRACTOR] officers, employees, and contracted support agencies authorized to receive access to RPS data.
- 4.3.8 [CONTRACTOR] as temporary custodian of RPS data.
- 4.3.9 Details regarding the method of transfer
- 4.3.10 Details of research analysis provided to RPS
- 4.3.11 Additional obligations
- 4.3.12 Whether or not the data received will contain PII.

4.4. All [CONTRACTOR] Projects as well as other RPS initiated data research projects will be approved by RPS Superintendent or designee through a Project Authorization. (Designees can be documented by email.)

5. PUBLICITY

RPS is not required to agree with or endorse the conclusions or results of the research described in Exhibit A. [CONTRACTOR] agrees to submit to RPS all advertising and publicity matters relating to this Agreement which in RPS's judgment, RPS's name can be implied, or is so specifically. The results of research conducted using RPS shall not be published without approval by the RPS Superintendent and/or his or her designee in accordance with other terms and conditions of this Agreement.

6. TERM OF AGREEMENT

This Agreement shall commence upon the date of last signature by RPS's Superintendent and [CONTRACTOR]'s authorized representative. This Agreement will terminate on [DATE] ("Term") and each Project Authorization will include a Duration for the Project Authorization. The Duration for each Project Authorization and the Duration may only be extended by written agreement of the Parties. Thereafter the Agreement shall be reviewed [TERM] and executed no later than [MONTH] for the subsequent [TERM]. Any Duration of a Project Authorization that extends beyond the date of the Term will survive expiration and remain effective until the end of that Project Authorization's Duration.

7. TERMINATION

Either Party may immediately terminate this Agreement, a Project Authorization, or both, at any time for any reason, within thirty (30) days' written notice to the other Party. Termination of the Agreement, a Project Authorization, or both shall not abrogate any remedy provided for in the Agreement. Termination of the Agreement will also terminate any Project Authorizations.

8. PAYMENT

Each Party shall pay for its respective costs to perform its obligations under this Agreement.

9. NONDISCRIMINATION

The Parties shall not exclude anyone from participation in, deny the benefits of, subject to discrimination under, or deny employment in the administration of or in connection with any aspects of this Agreement because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination, except where the disability is such that, even with reasonable accommodations, the disability prevents the student or staff member from meaningfully participating in the activity. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.

10. ASSURANCES AND NOTIFICATIONS

10.1 The Parties agree that all activities pursuant to this Agreement shall be in accordance with this Agreement and all applicable current or future federal, state, and local laws, and all applicable rules and regulations.

10.2 By signing this Agreement, [CONTRACTOR] represents to RPS that to the best of its knowledge, without further inquiry, it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Virginia law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of [CONTRACTOR] or its officers or employees has caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, [CONTRACTOR] shall immediately notify RPS.

10.3 [CONTRACTOR] shall notify RPS immediately if [CONTRACTOR] determines that PII has been improperly disclosed to [CONTRACTOR] personnel who do not have a legitimate interest in the PII or to any third party.

10.4 [CONTRACTOR] shall notify RPS immediately if [CONTRACTOR] determines, or if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that [CONTRACTOR] has improperly disclosed PII that [CONTRACTOR] obtained from RPS.

11. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

[CONTRACTOR] shall be solely responsible for damages caused by the improper disclosure of PII that is caused by the conduct of [CONTRACTOR], its board members, officers, employees, or agents. Each party shall be acting as independent contractors in the performance of this work, and, to the extent allowed by law, shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of this work for which they may be held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of sovereign immunity of [CONTRACTOR] or the Commonwealth of Virginia, the School Board of the City of Richmond and/or Richmond Public Schools.

12. RIGHT TO AUDIT

RPS, through its employees or agents, shall have the right to audit [CONTRACTOR]'s compliance with this Agreement. RPS shall give [CONTRACTOR] ten (10) business days' notice of its intent to audit [CONTRACTOR]'s compliance. [CONTRACTOR] shall cooperate fully with such audit.

13. AUTHORIZED USERS

The individuals who are the designated Authorized Users for [CONTRACTOR] with respect to this Agreement are listed with their contact information in Exhibit B, Number 7.

14. TERMINATION FOR DEFAULT

Either party may terminate this Agreement in the event the other party materially breaches any term, provision, warranty, or representation.

[CONTRACTOR] acknowledges that the breach of this Agreement or its part may result in irreparable and continuing damage to RPS for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this Agreement by [CONTRACTOR], RPS, in addition to any other rights and remedies available to RPS under this Agreement, at law, or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach.

If RPS determines that [CONTRACTOR] has violated this Agreement, RPS may, at its discretion, bar [CONTRACTOR] from accessing student-level data from RPS for at least five (5) years.

In the event of a breach by [CONTRACTOR], the rights and remedies of RPS provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

17. SURVIVAL

Notwithstanding anything to the contrary in this Agreement or Project Authorization, the rights and obligations contained in the following sections and subsections of this Agreement shall remain in effect

after this Agreement or Project Authorization is terminated, and after a project has been completed: Section 2, Subsection 2.3, Section 3, Subsection 4.2, Section 8, Section 10, and Section 11.

18. ENTIRE AGREEMENT

This Agreement, along with the current Partnership Agreement and incorporated Project Authorizations, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding among the Parties with respect to such subject matter.

19. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia without regard to its rules regarding conflict of laws. Any legal action involving this Agreement or the Research will be adjudicated in the Commonwealth of Virginia and the parties agree to submit to the personal jurisdiction thereof.

20. ORDER OF PRECEDENCE. This Agreement contemplates the possibility of multiple exhibits and/or attachments. In the event of an inconsistency between these terms and conditions and any exhibit or attachment, these terms and conditions of this Agreement shall prevail. To the extent of an inconsistency between provisions in different exhibits and/or attachments, the provisions of each exhibit or attachment will control within the scope of that exhibit or attachment.

21. AMENDMENT

This Agreement shall not be modified or amended except by written agreement executed by both Parties.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed the Agreement by having their representatives affix their signatures below.

DATED this _____ day of _____, 2020.

Richmond Public Schools

[CONTRACTOR]

By: _____

By: _____

Title: Superintendent/Designee

Title: _____

Approved as to form by the Counsel for the School Board of the City of Richmond:

_____/_____
Harrell & Chambliss LLP Date

Exhibit A

RPS Partnership Inquiry Form

Exhibit B

Project Authorization No. [REDACTED]

Between

Richmond Public Schools

And

[CONTRACTOR]

Effective [REDACTED], this Project Authorization number [REDACTED] to the Master RPS- [CONTRACTOR] DSA

[REDACTED] Agreement dated _____ is hereby agreed to between the Richmond Public Schools (“RPS”) and [CONTRACTOR], (“[CONTRACTOR]”). In this Project Authorization, [CONTRACTOR] and Collaborator may be referred to individually as a “Party” and collectively as the “Parties”.

The Parties agree as follows:

1. The Project Title:
2. Purpose:
3. Duration:
4. All data fields and files to be provided by RPS, including but not limited to fields that are Personally Identifiable Information:
5. Time period of data to be accessed:
6. Description of the potential research outcomes:
7. [CONTRACTOR] officers, employees, and contracted support agencies authorized to receive access to RPS data.
8. [CONTRACTOR] temporary custodian of RPS data:
9. Details regarding the method of transfer:
10. Additional obligations:

IN WITNESS WHEREOF, the Parties hereto have caused this Research Project Order to be executed by their duly authorized representatives.

[CONTRACTOR]	RICHMOND PUBLIC SCHOOLS
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit C

Certification of Data Destruction

This form must be signed by [CONTRACTOR] and returned to RPS within 15 days of the date of disposal. Acceptable destruction methods for various types of media include:

- 1) If student-level information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data recipient shall either destroy by incinerating the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- 2) If student-level information has been stored on magnetic tape(s), the data recipient shall destroy the data by degaussing, incinerating or crosscut shredding.
- 3) If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- 4) For paper documents containing student-level information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

☐ All copies of any data sets related to Data-Sharing Agreement have been wiped from data storage systems.

☐ All materials and non-wiped computer media containing any data sets related to Data-Sharing Agreement have been destroyed.

☐ All copies of any data sets related to Data-Sharing Agreement that have not been disposed of in a manner described above, have been returned to the RPS's Contract Manager listed in this Contract.

☐ All products or reports generated with the data provided through Data-Sharing have been or will be sent to [Office in RPS] before they are released, published, or otherwise made available.

Date of Disposition _____

[CONTRACTOR] hereby certifies, by signature below, that the data disposition requirements outlined above have been fulfilled.

Signature of [CONTRACTOR] _____ Date: _____

Exhibit D

Data Sharing Approved for Sharing by RPS

Attachment J

20-6974-11 Price Proposal Submission Sheet

Price Proposal Grade Area:	% Discount off unit prices:
K-2	
3-5	
6-8	
9-12	
Supplemental Resources	

Shipping Rate:	_____ % or _____ \$	Drop Shipments
	_____ % or _____ \$	Single Shipment

Attach and submit your catalog of goods and services to the price proposal sheet.