



OPEN LETTER OF INVITATION

Dear Prospective Offerors:

The City of Richmond Public Schools (RPS) seeks proposals from qualified firms to partner with the Operating Office and the Facilities Services team to develop a Comprehensive Facilities Assessment and Long Range Facilities Plan. Our ideal vendor will provide complete assessments of the existing RPS facilities, address immediate needs, provide recommendations and probable repair costs at the various facilities. RPS is thinking of ways to be creative and innovative in addressing the operation, maintenance, and repair needs in the short term, intermediate term, and long term future.

The mission of RPS and the Facilities Services team is to provide a safe, clean, and attractive environment inside and outside all school buildings while delivering services in an efficient and cost effective manner. It is the aim of RPS Facility Services Department to be the "Model of Excellence" for continuously maintaining and improving the learning environments embodied in the buildings and site maintenance for students, staff and visitors.

Generally, the scope of work consists of, but is not limited to, assessing the current state of RPS facilities and related investment needs; maintenance and repair comparison and prioritization for immediate and long range requirements; report development; assessing the needs of accessibility and compliance with ADA requirements and long range maintenance, repair, and operation.

In addition to the above, Facilities Services requires an assessment of school facilities that will inform RPS leaders, parents, students, community members, and constituents as to the condition of existing facilities in a comprehensive, scientific, measurable manner that will support long range planning, budgeting, and investment decisions. Through this Request for Proposals (RFP), RPS intends to contract with a qualified consultant that fully understands the statement of work who can deliver all elements of the deliverables matrix within the specified period.

RPS is seeking to contract with a firm who understands the intricacies of school maintenance and resource planning, who will assist RPS in developing a comprehensive and viable long-range program and turn their ingenuity, experience, and professionalism into a creative proposal.

We are eager to hear from you and appreciate your participation in this proposal process.

Sincerely,

Richmond Public Schools
Operations and Facilities



COVER SHEET
REQUEST FOR PROPOSALS
21-6990-06
Comprehensive Facilities Assessment

Issue Date: August 29, 2021

Commodity Code: 90775 96121

Purchasing Agency: City of Richmond Public Schools
Procurement & Property Management
2395 Hermitage Road
Richmond, VA 23220

Contract Specialist: Brandon Butler, MBA
Bbutler4@rvaschools.net
(804) 780-6145

Location where work will be performed: Richmond, Virginia

Initial Period of Contract: From initial award through six (06) months.

The School Board of the City of Richmond, acting through its duly authorized agent, Richmond Public Schools Department of Procurement and Property Management (Department) will receive **ELECTRONIC PROPOSALS UNTIL 6:00 p.m. (Local prevailing time) October 28, 2021** for furnishing the services described herein. Submission instructions are outlined in Attachment A.

If an emergency, unanticipated event, network failure, or closing of Schools offices interrupts or suspends normal business operations so that proposals cannot be received as specified in the solicitation, then proposals will be due at the same time of day specified in the solicitation on the first work day that business operations resume.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional preproposal conference is scheduled, October 12, 2021; 11:00 a.m. **See Section VI.**

IMPORTANT: CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS BEFORE MAKING YOUR OFFER. FAILURE TO DO SO WILL BE AT THE OFFEROR'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

Richmond Public Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.24343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

COVER SHEET (Cont'd)

Further, the undersigned firm hereby warrants and certifies that –

- (1) All information provided below and in any schedule attached hereto is true, accurate and complete;
- (2) The individual signing on Offeror's behalf is authorized to bind the Offeror in any and all contractual matters relating to this Request for Proposals;
- (3) The Offeror, the individual signing on behalf of the Offeror, or any officer of the firm does not have any business or personal relationships with any other persons, including RPS employees, officers or executives; or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act or of any RPS terms and conditions;
- (4) The Offeror has not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and has not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, RPS shall have the right to annul or void any resulting contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

If the Offeror knowingly makes a material misrepresentation in submitting information to the Richmond Public Schools, such misrepresentation will be sufficient grounds for rescinding an award to the Offeror.

OFFEROR INFORMATION:

Sign in ink and type or print requested information.

_____	_____
(Official Signature in Ink)	Print Name
_____	_____
Title	Date
_____	_____
Name of Firm (Offeror)	Federal Identification Number

Offeror Business Address	
_____	_____
Print Telephone Number	Facsimile

Email Address	

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I. PURPOSE

1. Purpose: The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified offerors to establish a fixed price, term contract through competitive negotiation to furnish and provide comprehensive facilities assessment, reporting, and long-range planning. The services will be provided at the Facilities division for the Richmond Public Schools (RPS), a public body within the Commonwealth of Virginia. All procurement transactions will be conducted in a manner that provides maximum open and free competition consistent policies and processes that comply with Title 2 CFR §200.319(a) and the *Code of Virginia* Title 2.2, Chapter 43, Virginia Public Procurement Act (VPPA).
2. Intent: This RFP contains the instructions governing how the proposal is to be submitted, the format in which proposals are to be submitted, and the material to be submitted therein, evaluation criteria, and contractual terms and conditions

II. BACKGROUND

1. This is a new requirement. No historical information is available.
2. Definitions
 - a. “Agreement” shall mean Contract, Purchase Order, Memorandum of Understanding and similar governing documents.
 - b. “Contractor” shall mean the individual or firm who is a party to the resulting contract with RPS.
 - c. “Offeror, Vendor, and Proposer” shall refer to the service provider submitting a proposal or to which an award is made.
 - d. “Purchasing Authority” refers to a Richmond Public Schools authorized official.
3. Authority.

The Department of Procurement & Property Management has the sole oversight and authority for purchasing supplies, materials, equipment, construction, and professional and non-professional services for the Richmond Public Schools district. The Department’s responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Department of Procurement may be assisted by contract specialists or other authorized agents. Unless specifically delegated by the Director of the Department of Procurement (Director), no other Richmond Public School’s Board Member, officer, executive, or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Richmond Public Schools for the City of Richmond for an indebtedness. Any purchase order or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the Richmond Public Schools.
4. Desired outcome. RPS intends to award a contract to the Offeror who is determined to most closely satisfy the needs of the Richmond Public Schools based on criteria specified herein and factors other than lowest cost.
5. Timeline. The expected timeline for this solicitation is as follows:

Issuance:	September 29, 2021
Pre-Proposal:	October 12, 2021
Deadline for questions:	October 20, 2021
Due Date	October 28, 2021
Review and Evaluation:	November 4, 2021
Presentations, if held	November 11, 2021
Negotiation and award	November 30, 2021

This is only an estimate, and the process may take more or less time as needed to determine the Offeror making the best proposal, who may or may not receive an award.

III. STATEMENT OF NEEDS

1. RPS requires the services of a qualified firm to provide assessment consulting services to the Richmond Public Schools on an as needed basis.
2. Scope of Work.
 - a. Services to be provided include:
 - Full assessments, covering all facility components as specified;
 - Building forensics;
 - Partial assessments focused on one or several facility components
 - Cost and Life-Cycle estimating
 - Data collection and reporting on a per facility basis
 - b. Contractor shall:
 - 1) Assess the overall condition and state of the school facilities. Conduct a physical assessment of overall conditions of each RPS school. Support each assessment with digital photographs.
 - 2) The assessments include buildings, site elements, playgrounds, administrative offices, parking lots, athletic fields, grounds, landscaping, science labs, and other amenities and associated spaces. (See Attachment G for a list of RPS properties).
 - 3) Develop a Facility Condition Index (FCI) for each facility that includes characterization of facilities on an industry standard scale of condition of the facility. Present the index in the form of a ration from 1 to 100 percent following the below indicating scale:

Percent Value	Rating
100%	The facility requires no repairs or maintenance
80-99%	The facility requires minor repairs and/or maintenance
50-79%	The facility requires major repairs and/or renovations up to one-half the replacement cost
40-49%	The facility requires repairs and/or renovations equal to or greater than replacement cost
30-39%	The facility requires repairs and/or renovations that significantly exceed replacement cost
<30%	Replacement is recommended

- 4) As a minimum, include FCI ratings for the following building elements:
 - Structural State of Facilities
 - Roofing System
 - Exterior Finishes
 - Interior Finishes
 - Heating, Ventilation, and Air Conditioning (HVAC)
 - Electrical System
 - Elevators
 - Accessibility & Compliance with the Americans with Disabilities Act (ADA)
 - Athletic Facilities
 - Landscaping
 - Special educational spaces such as science lab, teaching kitchens and other amenities

- 5) In partnership with RPS leadership, provide a long-range facilities maintenance and development plan that utilizes current estimates of enrollment demand and educational goals. The plan should incorporate the following components, though RPS reserves the right to add additional components:
 - a) Provide feasibility analyses of each rating.
 - b) Draft program-wide implementation schedule in consultation with RPS leadership team showing possible implementation sequencing and options for minimization of impacts to operations and delivery of education.
 - c) Provide opinion of cost of repairs to the midpoint of construction in association with the long-range plan. Cost opinion must be supported with research empirical data. The opinion should be prepared in Microsoft Excel table format.

At a minimum, the cost opinion shall include:

- A summary description of each component to include age, condition, remaining useful life and estimated replacement year, units and unit costs
- Researched comparisons of cost of repair vs. cost of replacement using data from similar educational facilities
- Annual Cost of maintenance and operations
- Estimate of escalation costs to the midpoint of construction per program wide implementation schedule as noted above
- Include opinion of the depreciation value and projected capital improvement requirement over five years and over ten years

- 6) RPS may authorize additional services or tasks as may be required.

c. Assessment.

Assessors should visit each facility and visually inspect the facility to collect, document and analyze all data on a “per building” basis. Compiled data for multiple buildings will NOT be acceptable. RPS staff will be made available to assist with scheduling, and to escort assessors through facilities. Assessors should document the following:

- 1) An inventory of all major building equipment, including quantity, size, asset tag number, manufacturer, model and serial number;
- 2) Current conditions, in terms of deferred maintenance and building condition;
- 3) Deficient conditions that require immediate attention, in terms of deferred maintenance and building condition;
- 4) Digital photographs embedded in the report to document current and deficient conditions at each facility, to create a photographic record of the facility and support the assessment data. Photographs included should document/illustrate elevations, parking areas, landscape, hardscape, roof, skylights, major electrical components, water heaters/boilers and major life safety system components. Deficiencies and priority issues should be photographed and clearly labeled.
- 5) Cost and Life Cycle Cost Estimates: Each individual building assessment should include an estimated cost for each system/component repair or replacement anticipated during the evaluation term. This estimate should be prepared in a Microsoft Excel cost table, and include the following information:
 - a) A summary description of each component;
 - b) Age;
 - c) Condition;
 - d) Estimated remaining useful life;
 - e) Anticipated year of repair or replacement;

- f) Quantity of units;
- g) Unit cost;
- h) Total cost for the repair of each line item.

Note: For deficiencies/priority issues observed, cost estimates should be provided based on the estimate for maintenance and repair, project management costs, construction fees and design fees derived based on a commonly utilized estimating guide, such as RSMeans. Costs should be to the midpoint of construction in association with the long-range plan. Cost opinion must be supported with research data. The opinion should be prepared in Microsoft Excel table format.

6) Systems:

- a) Heating System: Identify boilers, furnaces and major labeled equipment and visually assess their overall condition and any known heating issues;
- b) Ventilation System: Identify the ventilation systems at the property and visually assess their overall condition and any known ventilation issues;
- c) Air Conditioning System
 - i. Identify the material air-conditioning components and above ceiling equipment, including cooling towers, chillers, major controls and major labeled equipment;
 - ii. Visually evaluate VAV boxes and consider any known related air conditioning related issues.
- d) Roofing System
 - i. Identify the material roof systems, including roof type, reported age, slope, drainage or any unusual conditions (e.g. excessive dirt buildup on light colored roofing which can influence reflectivity);
 - ii. Observe for evidence of material repairs, significant ponding or evidence of material roof leaks
 - iii. Evaluate flashing and penetration details to determine condition.
- e) Accessibility. Perform a cursory evaluation, to include site features and building entrances, accessibility and routes to goods and services, horizontal and vertical circulation, access to restrooms, signage and removal of remaining barriers in accordance with Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- f) Electrical System
 - i. Identify the electrical service provided and distribution system at the facility, life expectancy and other major issues or unusual configurations (e.g. high leg delta systems).
 - ii. Evaluate electrical systems, to include switchgear, transformers, main distribution panels and wiring system age.
- g) Plumbing. Identify the material plumbing systems at the facility, including domestic water supply, domestic hot water production, sanitary sewer, backflow prevention, septic systems and any unusual plumbing systems (e.g., fuel or gas systems) and issues (e.g., sewer back-ups, plugged toilets)
- h) Building Envelope
 - i. Identify the material elements of the building exterior, to include walls, doors, windows, fire escapes, facades, curtain-wall systems, glazing, exterior sealant, exterior balconies and stairways;

- ii. Assess the building wall systems for connection adequacy, continuity of seals and evidence of other distress or efflorescence and report an overall condition of the walls;
 - iii. Check flashings, copings and connections for proper drainage, and check for condition and proper placement of expansion joints;
 - iv. Evaluate condition of windows and doors.
- i) Structural Components
 - i. Subject to grade and visibility of components, evaluate footings, foundations, slabs, columns, floor framing systems and roof framing systems for soundness;
 - ii. Evaluate, through observation, the structure and ancillary structures for signs of distress (e.g., wall cracking, displacement). No structural testing is required.
 - j) Site Paving
 - i. Building Specific: Observe and evaluate the site paving components, including paving, curbs, drains and sidewalks. RPS will delineate which lots are assigned to a specific building.
 - k) Interior Finishes. Evaluate condition of interior finishes, including floor and wall coverings, ceiling, doors of and other common areas.
 - l) Life Safety
 - i. Perform visual assessment of the fire and life safety elements, including emergency power systems, smoke evacuation systems, stair pressurization systems, UPS systems, fire alarms systems, fire protection/suppression systems and fire pumps;
 - ii. Perform a visual survey of the buildings and grounds relative to fire and life safety issues.
 - m) Safety/Risk Perform a visual survey of the buildings and grounds to identify potential safety issues (e.g. lack of fall protection on roofs, unsafe access to mechanical spaces, etc.).
 - n) Security. Visually inspect doors, locks, fences, gates surveillance equipment and lighting.
 - o) Site and Utilities. Review site infrastructure outside of building walls, including steam and condensation lines, storm water and sewer systems, tunnel systems, electrical and fiber optic duck bank systems, as well as hardscapes, flat lots, sidewalks and retaining walls.
 - p) Maintenance. Perform a cursory evaluation to document potential issues that would impact maintenance activities (e.g., inability to quickly access mechanical equipment, lack of ladder access and/or access doors, lack of equipment redundancy).
 - q) Emergency Generators. Visually inspect generators to evaluate overall condition. Determine age of unit and evaluate maintenance/repair history to provide recommendation of expected life and potential need for replacement.
 - r) Elevators/Lifts
 - i. Identify and provide an overall assessment of existing elevators and lifts, to include equipment and controls in the machine room, hoistway, cab, lobby and elevator pits;
 - ii. Detail deficiencies for each elevator and include an analysis of the remaining useful life, along with budgets for any expected expenditures up to, and including, modernization or replacement;

7) Certifications and Laws.

The Contractor shall become informed of, and adhere to all applicable laws, regulations, and rules governing the performance of the work and in compilation of any specifications or cost estimates. Applicable laws include, but are not limited to:

Energy Policy and Conservation Act, as amended

- d. In the event RPS proceeds to construction bidding, Contractor is prohibited from entering into a contract with a bidder or contractor using information acquired to develop or drafts specifications, reports, analyses, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting the procurement.
- e. Reporting.
 - 1) Reports shall be provided to RPS within five (5) business days following the close of action.
 - 2) At the conclusion of each assessment, provide a unique report for each facility (a bundled all-inclusive report for multiple facilities is not acceptable) and submitted to the designated Contract Administrator. Each report should include a general description of the property, the conditions observed, comments highlighting items in need of immediate attention, and budget estimates. Recommended repairs/replacements should be listed and prioritized. Provide the Facility Condition Index for each facility.
 - 3) Provide a 20-year capital plan for each facility with a summary explanation and graphic presentation of results to provide a quick “user friendly” summary of the facility’s observed condition and estimated costs by category.
 - 4) Reports should be organized to provide an executive summary supported by findings, photographs, recommendations, analyses, and assessment methodology.
 - 5) In addition to the cost opinion, reports should include validation of square footage, observed conditions and comments on systems/components exhibiting deferred maintenance issues. The Contract Administrator may request additional information contained in each report
- 3. Contract limitations
 - a. The Contractor shall closely coordinate with the Contract Administrator and each school principal to ensure minimal disruption to students, teachers, and staff. Assessments may be performed in the school buildings during instructional time provided the principal has approved the time/date, and all Contractor staff who will be onsite have completed a basic background check and the Certification Against Crimes form.
 - b. The Contractor shall not perform assessments in the building during semester exams or standardized testing.
 - c. The Contractor shall coordinate the Work to minimize noise disturbances during inside and nearby exterior assessment.
- 4. Standards of Performance
 - a. Personnel. The Contractor shall not change key personnel without the express permission of RPS. Substitute personnel shall have equal or greater qualifications and experience as those in the original position. RPS will not withhold undue approval. RPS reserves the right to request the removal of any key personnel who is not performing or otherwise violates the terms of the contract.
 - b. The Contractor shall ensure adherence to all applicable federal, state and local law, ordinance, rules and regulations. Contractor shall notify RPS when it becomes aware of any change in guiding (e.g. building) regulations.

- c. The Contractor shall supervise and direct the work under this contract and all subcontractors in accordance with the requirements contained herein. The Contractor is fully responsible for acts and omissions of its subcontractors and of persons employed by the subcontractors in the same manner as its own employees.
5. Government Furnished. RPS-provided goods and/or services.
- a. The Contractor shall furnish all property necessary to perform the services specified herein. RPS is providing the following equipment or services for use under this Contract:

RPS will provide work history, work order data, and related documentation, as appropriate and available.
 - b. If RPS provides services or goods such as furniture or equipment, the Contractor shall have responsibility for and accountability of the equipment. The Contractor shall replace or repair any equipment if it is broken as a result of Contractor actions, including employees and subcontractors. The Contractor shall be accountable for all services or goods by keeping written records of RPS property in its possession or control.
 - c. At the end of the contract, the Contractor shall make arrangements to return all goods to RPS.

IV. PREPARATION AND SUBMISSION OF PROPOSALS

1. General Instructions:
- a. In order to be considered for selection, Offerors must submit a complete response to this RFP that includes all requested elements of the proposal.
 - b. Complete proposals shall be submitted electronically via the Bonfire Portal. Proposals cannot be received later than the above date and time as the system is electronic and will not allow access. The electronic Bonfire Portal instructions can be found in **Attachment A** of this RFP. No other distribution of the proposal shall be made by the Offeror. Hard copy proposals will not be accepted.
 - c. Any costs incurred by the Offeror in preparation of its proposal or prior to final execution of a contract shall be the responsibility of the Offeror. RPS will not be liable for any such costs.
 - d. Late Proposals. No proposal received after the date and time specified for submission of offers will be considered. It is incumbent upon the Offeror to ensure its proposal is received at the date, time and place specified.
2. Proposal Preparation:
- a. Proposals shall be signed by an authorized representative of the firm. All information requested should be submitted. Failure to submit all information requested may result in the Department requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Multiple proposals shall not be permitted.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be sequentially numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than

one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Ownership of all data, materials, and documentation originated and prepared for RPS pursuant to the RFP shall belong exclusively to RPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, **the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.
 - e. All proposals submitted in response to this RFP will become the property of RPS and are not returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the vendor's expense.
 - f. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the offeror to clarify or elaborate on its proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Agency will schedule the time and location of these presentations. Oral presentations are an option of RPS and may or may not be conducted.
3. Offeror's Understanding of the Requirements:
- a. Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood. Oral requests for information will not be accepted.
 - b. All inquiries must be submitted in writing to the Contract Specialist noted on the cover page. Please include RFP #21-6990-06 in the subject line.
 - c. All written inquiries must be received at the Contract Officer five (5) business days prior to the due date, or as indicated. **NO FURTHER INQUIRIES WILL BE ACCEPTED AFTER CLOSE OF BUSINESS THAT DAY.** Written answers will be provided by an addendum and posted to the Commonwealth of Virginia's procurement website at www.eva.virginia.gov. The offerors are responsible for ascertaining the existence of any addendum.
4. Specific Proposal Instructions:
- a. Proposals should be as thorough and detailed as possible so that RPS may properly evaluate the Offeror's capabilities to provide the required goods or services. Generic marketing materials and graphics should not be included but specific examples of successes and lessons learned are welcome. Offerors are required to submit the following items as a complete proposal:

Tab 1: Forms

- Cover letter providing a brief introduction, acceptance of terms and conditions, identification of team (including subcontractors or consultants), succinct description of why the firm is uniquely qualified to perform the work (2 pages)
- Completed and signed Cover Sheet (2 pages)

- Vendor Data Sheet (1 page)
- State Corporation Commission Form required of all Offerors pursuant to Title 13.1 or Title 50 (1 page)
- Federal Certifications, as needed

Tab 2: Qualifications And Experience Of Offeror (4 pages)

- 1) Written narrative statement to include:
 - The firm’s organizational structure and history, locations and subsidiaries; legal status (e.g. corporation, joint venture) and location from which the services will be performed
 - Names, qualifications and experience of principals
 - Resume of all key staff to be assigned to the project and the roles of the individuals (excluded from page count)
- 2) A brief summary of all projects of similar nature for the past five (5) years. Select three recent engagements with current contact information and submit on the Vendor Data Sheet.
- 3) Litigation

Disclose any information about recent or pending legal proceedings or business litigation against the firm, any officer or principal (jointly and separately) for the past five (5) years. If necessary, provide an explanation and indicate the current status of disposition.

Tab 3: Technical Approach (5 pages)

- 1) Provide specific plans for providing the proposed goods/services including:
 - A detailed narrative describing the firm’s approach to providing the types of services required in the Statement of Needs
 - Describe what, when and how the services will be performed
- 2) Clearly identify any proposed equipment or goods including operating parameters, illustrations, etc. required to satisfy the Statement of Needs
- 3) Provide a time frame for implementation and completion for the initial 12-month period with schedule. Provide specific deliverables and technical details.

Tab 4: Financial Data And Proposed Price (3 pages)

- 1) Financial Data. Provide financial data such as bonding capabilities, Financial Statement or Annual Report summary demonstrating the firm’s financial viability.
- 2) Proposed Price. See Section XI, Pricing Schedule.

Tab 5: Small And Minority Business Utilization (1 page)

Provide your firm’s plan to use and encourage participation of small, women-, veteran- and minority-owned businesses. Include relevant information such as business name, contact information, anticipated dollar value, roles, etc.

Tab 6: Additional Information

- 1) Proprietary Information per Section IV.2.e.
- 2) Special Qualifications and Licenses.

- 3) **Miscellaneous.** Provide any additional information or alternatives that are relevant to the delivery of the services desired and that may assist RPS in the evaluation of the Offeror's response. RPS neither requires nor desires promotional literature or other material that is not specific to the solicitation
5. **Exceptions (Optional).** Provide a narrative explanation of any limitations, exceptions to terms and conditions or exclusions of service, and a description of any assumptions made or expectations of RPS not herein delineated. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. In the case of a proposal for information technology, as defined in *Code of Virginia* § 2.2-2006, Offerors are not required to state in a proposal any exception to any liability provisions contained in the Request for Proposal

V. EVALUATION, SELECTION AND AWARD PROCESS

1. Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors should address each evaluation criteria and to be specific in presenting its qualifications. Proposals should be prepared economically.
2. As soon as practical following the closing time, proposals will be listed for the record. This is not a public opening.
3. During the evaluation phase, proposals are reviewed by the Evaluation Committee to ascertain which proposals address all the requirements of the RFP, and to conduct an analysis to document the adequacy of the proposals. Proposals deemed technically non-responsive or not as responsive as other proposals may be eliminated at this point. The Evaluation Committee may conduct interviews or site visits with selected Offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these discussions, and information presented in the proposal, to rank Offerors in accordance with criteria stated in the RFP.
4. The Evaluation Committee will use the following evaluation criteria and weighing factors in selecting the firms for negotiation and recommendation for award of the contract:

Criteria		Point Weight
1.	Qualifications of the Offeror, including background, experience, and expertise Financial stability Prior successful experience of a similar scope and magnitude References	25 pts
2.	Technical approach to services Extent to which the approach satisfies the requirements Delivery of service Schedule Clear understanding of the work to be performed	25 pts.
3.	Qualifications of the Project Manager and project team Small business utilization Résumés of proposed staff	25 pts
4.	Proposed Prices	20 pts
5.	Overall quality of proposal	5 pts
AVAILABLE POINTS		100

5. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted

with each offeror so selected, RPS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

The successful Offeror is expected to enter into the Standard Contract (Attachment F). The final contract awarded will incorporate by reference all requirements including Statement of Needs, terms and conditions of the solicitation (RFP), applicable worksheets and attachments, costs, all negotiated requirements, and the Offeror's proposals as negotiated.

VI. PRE-PROPOSAL CONFERENCE

OPTIONAL PRE-PREPROPOSAL

An optional pre-proposal conference will be held at 11:00 AM (local time) and October 12, 2021 via Google meet <include link prior to issue>. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a response, offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Join Zoom Meeting

<https://zoom.us/j/98778569016?pwd=U2liUC8zaFYwcGZOU1IFQWQwdXI6dz09>

Please remember to hyperlink...

Meeting ID: 987 7856 9016

Passcode: b23Lhn

One tap mobile

+13017158592,,98778569016#,,,,*258815# US (Washington DC)

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Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 987 7856 9016

Passcode: 258815

Find your local number: <https://zoom.us/u/adRdntHoLI>

Please contact the Contract Officer by 9:00 a.m. October 7, 2021 if special ADA accommodations are needed.

VII. GENERAL TERMS AND CONDITIONS

The following Terms and Conditions are MANDATORY and shall be incorporated verbatim in any contract award:

1. ADA COMPLIANCE: Pursuant to the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this proceeding should contact the Department of Procurement & Property Management Contract Specialist no later than one (1) business day prior to bid opening or the scheduled event. If

you are hearing or speech impaired, please contact the Department by calling the ADA office TTY line at (804) 708-6226.

2. **ADDENDA**: Offerors are reminded that changes to the solicitation in the form of addenda are often issued between the issue date and the due date. All addenda must be acknowledged as part of the proposal submission. Failure to acknowledge an addendum may result in the proposal being declared non-responsive. Notice of addenda will be posted on Bonfire and the eVA portal. It is the offeror's responsibility to monitor ascertain the existence of addenda.
3. **APPLICABLE LAWS AND COURTS**: This solicitation and any contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the contract resulting from this solicitation shall be the Circuit Court of the City of Richmond. The Richmond Public Schools may at its discretion, and if agreeable to the Contractor, resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Contractor shall comply with applicable federal, state and local laws and regulations.
4. **ANTI-DISCRIMINATION**: By submitting its offer, Offeror certifies to the Richmond Public Schools that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in A. and B. below apply:

- A. During the performance of this contract, the vendor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts over \$10,000.00.
 - 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such vendor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.
 - B. The contractor will include the provisions of A. above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
5. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to RPS all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Richmond Public Schools under said contract.
 6. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of RPS.

7. ANNOUNCEMENT OF AWARD: Upon the award or decision to award a contract as a result of this solicitation, RPS will publicly post such notice on the Commonwealth of Virginia's procurement website (www.eva.virginia.gov) for a minimum of 10 days.
8. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
9. AVAILABILITY FUNDS: It is understood and agreed between the parties herein that RPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
10. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
11. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. RPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify RPS of the adjustment to be sought, and before proceeding to comply with the notice, shall await the RPS's written decision affirming, modifying, or revoking the prior written notice. If RPS decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give RPS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - C. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present RPS with all vouchers and records of expenses incurred and savings realized. The RPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to RPS within thirty (30) days from the date of receipt of the written order from RPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in

accordance with the disputes provisions of the *Code of Virginia*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by RPS or with the performance of the contract generally.

12. **CRIMES AGAINST CHILDREN:** The Contractor shall certify that it, its employees, and all other persons, including subcontractors and suppliers, 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 shall execute the appropriate certification. Pursuant to §22.1-296.1, *Code of Virginia*, any person making materially false statements regarding offenses which are required to be included in the certification 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. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this provision.
13. **CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state prices in US dollars.
14. **DEBARMENT STATUS:** By submitting its proposal, Offeror certifies that it is not currently debarred suspended or otherwise excluded from submitting offers on contracts by any public body of the Commonwealth of Virginia or agency of the United States of America, nor is it an agent of any person or entity that is currently debarred from submitting offers on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America.
15. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Richmond Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RPS may have.
16. **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 so that the provisions will be binding upon each subcontractor or vendor.

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

17. **ETHICS IN PUBLIC CONTRACTING:** By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, *et. seq.* of the *Code of Virginia*; that it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Furthermore, the Offeror acknowledges that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, *et. seq.* of the *Code of Virginia*). Specifically, without limitation, no School Board member or RPS employee or a member of the employee’s immediate family shall have a proscribed personal interest in a contract; and that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, *et. seq.* of the *Code of Virginia*), and any

other applicable law as set forth therein. Further, Offeror shall disclose any financial or familial relationship(s) with any person acting for, or employed by, the School Board or Richmond Public Schools. See Attachment E.

18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal, Offeror certifies that it does not and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (the "Act") or otherwise violate the provisions of the Act.
19. **INSPECTION OF RECORDS:** Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
20. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit.

Profession/Service Limits

Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

Other insurance as required based upon the nature of the contract.

21. **NO CONTACT POLICY:** During the conduct of this solicitation, no Offeror shall initiate contact with any representative of RPS, including employees, directors, or Board members, other than the Contract Officer concerning the conduct of this solicitation. Any contact with an RPS representative is prohibited and may result in disqualification from the procurement process.
22. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives

goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

23. PAYMENT:

a. To Prime Contractor:

- 1) Richmond Public Schools may only place orders for the Goods and Services by issuing a formal written Purchase Order. RPS will issue a purchase order for the desired work in the agreed upon amount. This specified fee amount cannot be exceeded by the Contractor unless a new or revised Purchase Order is issued by the Department of Procurement authorizing a specific additional fee amount.
- 2) Invoices for services delivered shall be submitted by the Contractor directly to Accounts Payable in the Finance Office. The preferred method is by email to the individual assigned as Project Manager for RPS. All invoices shall show the contract number and/or purchase order number and a unique invoice identifying number.
- 3) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 4) The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Richmond Public Schools shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve RPS of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

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

c. RPS encourages contractors and subcontractors to accept electronic payment and, if applicable, credit card payment.

24. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all

instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

25. **PROPRIETARY INFORMATION/TRADE SECRETS**: Proprietary information or trade secrets in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, subject to the limitations therein; however, the protections of this section must be invoked prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. (*Code of Virginia* § 2.2-4342(F))
26. **QUALIFICATIONS OF OFFERORS**: RPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to RPS all such information and data for this purpose as may be requested. RPS reserves the right to inspect the contractor's physical plant prior to award to satisfy questions regarding the offeror's capabilities. RPS further reserves the right to reject any proposal if the evidence submitted by or investigations of such offeror fails to satisfy RPS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
27. **SEVERABILITY**: If any provision of the Scope of Work, General Terms and Conditions or Special Terms and Conditions be held invalid, such holding shall not affect the remaining provisions.
28. **STATE CORPORATION COMMISSION IDENTIFICATION**: Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

29. **TAXES**. Sales to RPS are normally exempt from State sales tax. State Sales and Use tax certificates of exemption, Form ST-12, will be issued upon request. Delivery against this contract shall be free of Federal excise and transportation taxes. RPS excise tax exemption registration number is 54-1804146. (Applicable to goods only.)

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

30. **TERMINATION**: RPS may terminate this contract in one of two methods:
 - a. Termination with Cause.
 - 1) The Richmond Public Schools may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the Richmond Public Schools's intent to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
 - 2) In case of failure to deliver goods or services in accordance with the contract terms and conditions, RPS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that RPS may have.
 - 3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to the Schools's satisfaction during this seven (7) calendar-day period as indicated in writing

to the Contractor, then the Richmond Public Schools's notice of termination with cause shall be deemed null and void.

- 4) Upon such termination, the Richmond Public Schools shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Richmond Public Schools up to the time of termination and upon delivery to the Richmond Public Schools of all completed or partially completed work performed by the Contractor. The Richmond Public Schools shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.
- b. Termination without Cause.
- 1) The Richmond Public Schools may terminate this Contract without cause by delivery or written notice to the Contractor of the Richmond Public Schools's intent to so terminate. RPS will provide the delivery of such notice at least sixty (60) calendar days prior to the date of termination or otherwise given in accordance with the requirements of this Contract for the delivery of notices.
 - 2) Upon such termination, the Richmond Public Schools shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the Richmond Public Schools up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to the Richmond Public Schools of completed or partially completed work. The Richmond Public Schools shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.

VIII. SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions are desirable. Offerors may propose alternative language; however, the basic contract form shall be retained. Offerors are requested to limit proposed changes, if any, to those of a substantive nature.

1. **ACCEPTANCE PERIOD:** Any response to this solicitation shall be valid for a period of 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RPS or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. RPS further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by RPS are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Metro-Richmond area.
3. **AUTHORIZED REPRESENTATIVES:** This contract may be modified in accordance with §2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty- five percent (25%) or \$50,000, whichever is greater, without the approval of the Chief Operating Officer or authorized designee.

4. **AWARD OF CONTRACT:** After negotiations have been conducted with each Offeror so selected, Richmond Public Richmond Public Schools shall select the Offeror which, in its opinion, has made the best proposal, and

shall award the contract to that Offeror, if an award is made. 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 reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should RPS determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

5. **CANCELLATION**: RPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation
6. **CONTRACT ADMINISTRATION**:
The successful administration of this contract will require close coordination with the Department of Instruction. The Procurement Department will designate the Contract Administrator who will coordinate the work and will have the authority to make decisions in writing binding their respective employees on matters within the scope of the contract. Any modifications to scope of work, term, or price must be authorized by the contract officer and issued as a written amendment to the Contract
7. **COPYRIGHTS AND PATENT RIGHTS**: The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Richmond Public Richmond Public Schools, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
8. **DISPUTES**: In accordance with §2.2-4363 of the *Code of Virginia*, contractual disputes shall be resolved according to the Virginia Public Procurement Act.
9. **INDEMNIFICATION**: Contractor agrees to indemnify RPS, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
10. **LICENSES AND PERMITS**: All licenses, permits and inspection fees required for this project shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.
11. **MINORITY BUSINESS PARTICIPATION**: RPS encourages participation by small-, minority-, women-, disadvantaged-, and veteran-owned businesses in all contracts through subcontracting, joint venture, or other methods in contracting for goods and services. Prime vendors should explain, in detail, how its firm proposes to use Minority Businesses, if any. RPS, in awarding contracts, strives to obtain a minimum of twenty percent (20%) of its annual aggregate expenditure for contracts and services from minority-owned business enterprises.
12. **PRIME CONTRACTOR RESPONSIBILITY**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
13. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of RPS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall

furnish the Contract Specialist the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract.

14. **TERM:**

- a. The initial term of the contract shall be twelve (12) months from date of full contract execution. Any work assigned but not completed shall survive the initial performance period until such time as the work is completed and accepted. The contract may be renewed as indicated:
- b. At its sole discretion, RPS may allow price adjustments only at the time of contract renewal, and only where verified to the satisfaction of the Contract Specialist. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: (a) 3% of the contract price of the prior term, or (b) the contract pricing for the prior period, increased/decreased by no more than the percentage increase of the United States Bureau of Labor Statistics' (BLS) index Consumer Price Index for All Urban Consumers (CPI-U) section of the Consumer Price Index "Other Services" category for the latest twelve (12) months for which statistics are available. The index can be found here: (<http://stats.bls.gov/news.release/cpi.t03.htm>)
- c. Extension. RPS may extend the current term of an existing contract for services to allow completion of any work undertaken but not completed during the term of the contract for a period of eleven (11) months. No additional consideration exceeding the contracted price may be paid to the contractor.
- d. Contractor shall give not less than thirty (30) days advance written notice of any price increase request, with documentation, to the Contract Specialist, who will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to RPS and reflected in subsequent invoices.

15. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Richmond Public Schools by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.

16. **WORKSITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired to RPS' satisfaction, at the Contractor's expense.

IX. SPECIAL TERMS AND CONDITIONS FOR FEDERAL PROCUREMENT

Work under this solicitation is funded wholly or in part by Federal Grant money and the conduct and performance shall adhere to Federal requirements. During the preparation and submission of its proposal, and any resulting contract (if awarded) the Offeror agrees to follow these provisions, including but not limited to those listed below.

1. Executive Order 11246, Equal Employment Opportunity; and as supplemented in Department of Labor regulation 41 CRF Part 60.
2. Clean Air Act Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368)
3. Anti-Lobbying
4. 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.

X. METHOD OF PAYMENT

1. Invoices. All invoices must be rendered promptly to RPS after all Services covered by the invoice have been provided and accepted. Where performance is completed in less than one (1) month, the Contractor shall invoice RPS for the full amount of the order at the completion thereof. Where performance is longer than one (1) month, the Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement.

Invoices shall provide at a minimum:

- Vendor Name, Address and Taxpayer Identification Number (TIN)
 - RPS Ordering Individual
 - Agreement Number
 - Date of Invoice
 - Unique Invoice Number
 - Monthly charges
 - Date(s) of Services
 - Complete description of Services
2. The Contractor shall submit a valid invoice to the address indicated by the tenth (10th) day of the month following the month in which services were rendered.
 3. The preferred method to receive invoices is via email to the RPS Contract Administrator.

SECTION XI FOLLOWS

XI. PRICING SCHEDULE

An itemized pricing schedule should be provided as indicated below, and should be inclusive of all services described. RPS will utilize this information for scoring and comparative purposes only. The final pricing schedule will be negotiated between the selected Offerors and RPS.

Item #	Assessment Type/Category	Price per Square Foot
1.	Full Assessment (inclusive of items 2 – 18 below)	\$
	Partial Assessments	
2.	Heating System	\$
3.	Ventilation System	\$
4.	Air Conditioning System	\$
5.	Roofing System	\$
6.	Accessibility	\$
7.	Electrical System	\$
8.	Plumbing	\$
9.	Building Envelope	\$
10.	Structural Components	\$
11.	Site Paving, Building Specific	\$
12.	Site Paving, Non-Building Specific	\$
13.	Interior Finishes	\$
14.	Life Safety	\$
15.	Safety/Risk	\$
16.	Security	\$
17.	Site and Facilities	\$
18.	Maintenance	\$
Item#	Assessment Type/Category	Price per Assessment, per unit
1.	Emergency Generators	\$
2.	Elevators	\$
3.	Lifts	

END OF SECTION XI

XII. ATTACHMENTS

- Instructions for Submission
- Vendor Data Sheet
- Virginia State Corporation Commission (SCC) Form
- Conflict of Interest Statement
- Federal Certifications

END OF SOLICITATION

Attachment A – Bonfire Instructions

Submission Instructions for Bidders and Offerors

Please follow these instructions to submit via our Public Portal (www.WEBADDRESS.com).

1. Prepare your submission materials:

Requested Information

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

Name	Type	# Files	Requirement	Instructions
	.jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)			
Information Sheets	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)	Various	Required	You will need to fill out the provided Response Template for this form..

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:

[Bonfire site]

The Q&A period for this opportunity starts [date / time]. The Q&A period for this opportunity ends [date / time]. You will not be able to send messages after this time. Email questions will not be considered after this date and time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of [date / time]. 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 – Vendor Information

Return this attachment as part of your proposal response.

VENDOR DATA SHEET

Primary Contact:

Name: _____ Phone: _____

Email Address: _____

Business Profile:

Years in Business: Indicate the length of time the firm has been in business providing this type of good or service:
_____ Years _____ Months

Ownership (Check all that apply): _____Minority _____Small _____Women _____Veteran

FIN or FEI Number: _____ (If Company, Corporation or Partnership)

Social Security Number: _____ (If Individual)

This business and/or principals _____ (have) _____ (have not) been subject to litigation (past or present) relating to performance or execution of a public body contract. Provide details and disposition.

References:

Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services. Include the length of service and the name, address, and telephone number of the point of contact:

A. Company: _____ Contact: _____

Phone: _____ Fax: _____

Project: _____

Dates of Service: _____ Value: _____

B. Company: _____ Contact: _____

Phone: _____ Fax: _____

Project: _____

Dates of Service: _____ Value: _____

C. Company: _____ Contact: _____

Phone: _____ Fax: _____

Project: _____

Dates of Service: _____ Value: _____

I certify the accuracy of this information:

Signature: _____ Title: _____ Date: _____

Attachment C – SCC Certification

Virginia State Corporation Commission (“SCC”) Registration Information:

The undersigned Offeror:

_____ is a corporation or other business entity with the following SCC identification number: _____

-or-

_____ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-or-

_____ is 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-

_____ is 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*.

_____ check here 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 SCC identification number after the due date for proposals.*

Signature: _____ (Date)

Name: _____
(print) Title

Name of firm: _____

* RPS reserves the right to determine in its sole discretion whether to allow such a waiver

Attachment D – Federal Certifications

CERTIFICATION OF DEBARMENT AND SUSPENSION

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: _____

By: _____
Signature of Authorize Representative

Date

Name and Title

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c) (1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the RPS and VENDOR respondent shall execute this Certificate.

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Vendor.

Business Name:

Richmond Public Schools

By: _____
Signature of Authorize Representative

By: _____
Signature of Authorize Representative

Name and Title

Name and Title

Date

Date

CERTIFICATION REGARDING LOBBYING

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall, be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Business Name: _____

By: _____
Signature of Authorize Representative

Date

Name and Title

Attachment E – COI Disclosure

***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: _____

Attachment F – Standard Contract

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

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

WITNESSETH:

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

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

ARTICLE I - SCOPE OF SERVICES

1.1 The services furnished by the Contractor shall include, but are not necessarily limited to those outlined in RFP# ____, Exhibit I, and the proposal submitted by the Contractor, all attached hereto and by this reference made a part hereof.

ARTICLE II - COMMENCEMENT AND COMPLETION

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

ARTICLE III - PAYMENT

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

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

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

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

ARTICLE IV - ABANDONMENT AND TERMINATION

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

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

4.3 Should the School Board abandon the services to be performed herein, or terminate this Contract, the School Board shall be liable only to the extent of satisfactory completion of the work by the Contractor through the time of abandonment and upon delivery of completed or partially completed work to the School Board. The School Board shall have the full right to use such work in any manner which it may designate where it may determine in its sole discretion, and without claim on the part of the Contractor for any additional compensation.

ARTICLE V - ASSIGNMENTS

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

ARTICLE VI - RESPONSIBILITIES OF THE CONTRACTOR

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

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

"Unlawful employment practices - Employer practices

a. It shall be an unlawful employment practice for an employer -

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin."

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

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

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

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

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

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

execute the certification attached hereto as Exhibit V and submit the certification contemporaneously with this executed Contract.

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

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

7.2 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 & Property Management
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.

(Signatures follow)

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

(Signatures follow)

APPROVED:

[CONTRACTOR]

By: _____

Date

Attest: _____
(Seal) (If a corporation)

SCHOOL BOARD OF THE CITY OF RICHMOND

By: _____
Superintendent/Designee

Date

Approved as to form:

Counsel to School Board of the City of Richmond

Date _____

EXHIBIT I

SCOPE OF SERVICES

The Contractor shall provide _____ services in accordance with RFP# _____ 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.

Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.

4. 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.

5. 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 ____ year terms, not to exceed ____ 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: _____

Name: _____

Title: _____

Date

Attachment G – List of RPS Properties

Building Details								
Richmond City Public Schools								
All Facilities								
Facility Mailing Address	Facility Physical Zipcode	FACILITY	Classroom	Age	Built	Square footage	Note	
Elementary								
2301 East Grace Street	23223	Bellevue Elementary School	22	107	1914	55,623		
300 E 15th Street	23224	J.H. Blackwell Elementary School	32	23	1998	83,251		
4615 Ferguson Lane	23224	Broad Rock Elementary School	38	8	2013	90,810		
1110 West Leigh Street	23220	George W. Carver Elementary School	42	106	1915	100,000		
3021 Maplewood Avenue	23221	John B. Cary Elementary School	20	68	1953	46,711		
3000 E Marshall Street	23223	Chimborazo Elementary School	32	53	1968	75,370		
1101 Dance Street	23220	Clark Springs	20	55	1966	50,376	School used as offices	
2510 Phaup Street	23223	Fairfield Court Elementary School	27	64	1957	44,398		
3701 Garden Road	23235	J.B. Fisher Elementary School	16	55	1966	44,222		
2300 Hanover Avenue	23220	William Fox Elementary School	17	110	1911	58,260		
5146 Snead Road	23224	J.L. Francis Elementary School	27	54	1968	56,954		
813 North 28th Street	23223	Henry L. Marsh, III Elementary School	35	1	2020	99,973		
3817 Chamberlayne Avenue	23227	Ginter Park Elementary School	24	106	1915	60,371		
1745 Catalina Drive	23224	Cardinal Elementary School	48	1	2020	116,497		
4319 Old Brook Road	23227	Thomas H. Henderson Middle School	44	49	1972	188,131		
3101 Fendall Avenue	23222	Barack Obama Elementary School	25	100	1921	44,408		
1600 West Laburnum Avenue	23227	Linwood Holton Elementary School	32	23	1998	80,548		
6300 Jahnke Road	23225	Lucille M. Brown Middle School	26	23	1998	129,775		
211 Westmoreland Avenue	23226	Mary Munford Elementary School	24	71	1950	64,468		
2300 First Avenue	23222	Overby-Sheppard Elementary School	25	71	1950	49,300		
5601 Jahnke Road	23225	Eizabeth D. Redd Elementary School	21	70	1951	74,471		
1301 Whitehead Road	23225	G.H. Reid Elementary School	38	63	1958	64,964		
3333 Cheverly Road	23225	Southampton Elementary School	29	62	1959	56,521		
3160 Midlothian Trmpk	23224	Swansboro Elementary School	17	109	1912	48,183		
1211 Jahnke Road	23225	Westover Hills Elementary School	21	66	1955	50,008		
2000 N 28th St, Richmond	23223	Woodville Elementary School	31	67	1954	76,928		
200 Beaufont Hill Drive	23225	Miles J. Jones Elementary School	32	23	1998	80,548		
2409 Webber Avenue	23224	Oak Grove-Bellemeade Elementary School	38	8	2013	90,810		
Middle School								
3400 Patterson Avenue	23221	Albert Hill Middle School	30	96	1925	81,152		
1701 Floyd Avenue	23220	Binford Middle School	27	107	1914	989,013		
3400 Hopkins Road	23234	Thomas C. Boushall Middle School	42	35	1986	128,530		
1000 Mosby Street	23223	Martin L. King, Jr. Middle School	40	7	2014	147,000		
6300 Hull Street Road	23224	River City Middle School	66	1	2020	184,128		
High School								
2300 Cool Lane	23223	Armstrong High School	53	53	1968	237,532		
4225 Old Brook Road	23227	John Marshall High School	46	62	1959	230,994		
4100 West Grace Street	23230	Thomas Jefferson High School	57	92	1929	179,993		
7945 Forest Hill Avenue	23225	Huguenot High School	69	6	2015	253,821		
4314 Crutchfield Street	23225	George Wythe High School	50	62	1959	243,114		
Speciality								
119 West Leigh Street	23220	Richmond Adult Technical Center	33	97	1924	80,643		
701 N 37th Street	23223	Franklin Military Academy	30	92	1928	95,017		
1821 Amelia Street	23220	Amelia Street School	18	62	1959	33,908		
201 E Brookland Park Blvd	23222	Richmond Community High School	32	96	1925	110,638		
2015 Westwood Avenue	23230	Richmond Technical Center North	16	50	1971	49,939		
2020 Westwood Avenue	23230	Richmond Technical Center South	26	55	1966	187,425		
600 Pine Street	23220	Open High School	8	110	1911	18,699		
3411 Semmes Avenue	23225	Patrick Henry School of Science and Arts	24	100	1921	44,725		
Pre School								
238 East 14th Street	23224	J.H. Blackwell Preschool	20	54	1967	37,512		
2717 Alexander Avenue	23234	Summer Hill Preschool	19	102	1919	37,282		
4011 Moss Side Avenue	23222	Mary Scott Preschool	19	73	1952	47,508		
1211 South Allen Street	23220	Maymont Preschool	18	74	1953	35,959		
900 Mosby Street	23223	Martin L. King, Jr. Preschool	15	6	2015	25,000		