



**School Board of the City of Richmond
Richmond Public Schools
Department of Procurement and Property Management
2395 Hermitage Road, Vatex Building
Richmond, Virginia 23220**

Dear Prospective Offeror:

The School Board of the City of Richmond (School Board), acting through its duly authorized agent, Richmond Public Schools Department of Procurement and Property Management (Department) seeks proposals from qualified professional firms to secure the services of one qualified, highly skilled Architectural and Engineering team to design the new George Wythe High School. Our ideal vendor will provide complete design services including review and revision of Division-wide Educational Specifications, design development, and construction oversight using an existing design (prototype).

The School Board has determined that a comprehensive new replacement George Wythe High School (George Wythe) is the highest priority when additional CIP construction funding becomes available over the next several fiscal years.

The mission of the School Board is to provide a safe, modern, and attractive environment inside and outside of the George Wythe where students, faculty, and staff can show its pride to parents, visitors, and the public.

Through this Request for Proposals (RFP), the School Board intends to contract with a qualified consulting firm that fully understands the statement of needs, the overarching goal, and who can deliver all elements of the design within the specified period. The School Board is seeking to contract with a firm who understands the intricacies of school design, school construction and oversight and who will assist the School Board in developing a new George Wythe where students excel.

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

Sincerely,

The School Board of the City of Richmond

Richmond Public Schools Department of
Procurement and Property Management

COVER PAGE

REQUEST FOR PROPOSALS
21-6991-08
Design Services for the George Wythe High School

Issue Date: August 31, 2021

Commodity Code: 90610 91842

Purchasing Agency: Richmond Public Schools
2395 Hermitage Road
Vatex Building
Richmond, VA 23220

Contract Officer: Theresa L. Harris, CPPO, CPPB, VCO, VCCO
tharris9@rvaschools.net
(804) 317-6656

Location where work will be performed: Richmond, Virginia

Initial Period of Contract: From initial award through construction completion and close out

The School Board of the City of Richmond (School Board), acting through its duly authorized agent, Richmond Public Schools Department of Procurement and Property Management (Department or RPS) will receive **SEALED PROPOSALS UNTIL 11:00 a.m. (Local prevailing time) October 15, 2021**, for furnishing the services described herein. Submission instructions are outlined in Section V.

If an emergency, unanticipated event, network failure, or closing of the School Board/RPS 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.

PRE-PROPOSAL CONFERENCE: An optional preproposal conference is scheduled for September 14, 2021. See Section VI.

PROPRIETARY INFORMATION: YES () NO ()

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.

The School Board of the City of Richmond 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)

The Offeror acknowledges receipt of Addenda as follows:

Number	Dated
_____	_____
_____	_____
_____	_____

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 School Board members, RPS employees, officers or executives; or companies that are in conflict with the Commonwealth of Virginia’s Conflict of Interest Act or of any School Board 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, the School Board 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 School Board, 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	

If applicable:
Virginia Contractor License and Classification: _____

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I. PURPOSE

Purpose: The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified architectural and professional engineering firms (Offerors) to establish a firm fixed price contract(s) through competitive negotiation to furnish and provide comprehensive design and construction oversight services for the new George Wythe High School (George Wythe). The design services shall be provided for the School Board, a public body within the Commonwealth of Virginia.

II. BACKGROUND

1. Definitions

- a. “Contractor” or “Architect” shall mean the individual or firm who is a party to the resulting contract with the School Board.
- b. “Offeror, Vendor, and Proposer” shall refer to the service provider submitting a proposal or to which an award may be made.
- c. “School Board” shall mean the City of Richmond Public Schools and its departments or divisions as applicable.
- d. “Purchasing Authority” refers to Richmond Public Schools Department of Procurement and Property Management.

2. Authority. The Department has the sole oversight and authority for purchasing supplies, materials, equipment, construction, and professional and non-professional services. 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 may be assisted by contract officers or other authorized agents. Unless specifically delegated by the Director of the Department of Procurement & Property Management (Director), no other School Board member, officer, or RPS employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the School Board or RPS for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the School Board.

3. Desired outcome. The School Board intends to award a contract to the Offeror who is determined to most closely satisfy the needs of the School Board based on criteria specified herein.

4. George Wythe. The existing George Wythe facility was constructed in 1960, encompassing approximately 243,000 square feet and currently serves approximately 1300 students. The school is located at 4314 Crutchfield Street, Richmond, VA 23225. The School Board request for design-services for a new George Wythe should encompass no more than a total of 260,000 square feet of finished interior space to accommodate a student capacity of 1,600 students.

5. Timeline. The expected timeline for this solicitation is as follows:

Issuance:	August 31, 2021
Pre-Proposal:	September 14, 2021
Deadline for questions:	October 7, 2021
Due Date	October 15, 2021
Review and Evaluation:	October 22, 2021
Presentations, if held	October 26-27, 2021
Negotiation and award	November 11, 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. Overview. RPS requires the services of one qualified professional firm to provide comprehensive design and construction administration services to Richmond Public Schools. The School Board/RPS will establish a Design Committee to assist the Contractor during design and programming phases. The Contractor shall work with the Design Committee to attain consensus of the design requirements and solutions.
2. Scope of Work. The services to be provided by the Contractor may include but are not limited to: design, engineering, studies, investigations, specification development, construction and bid documents preparation, bid response review and recommendation, and construction administration as required for the construction of a complete and usable new school. Work may also include as necessary, modification and/or customization as defined in the Offeror's proposal and site adaptation as needed.
 - a. The Scope of Work shall be performed in three phases completed within eight (8) months:

Phase I – basic prototype customization or schematic design, as selected by the School Board
Phase II – complete customization of a prototype design and completion of the initial programming phase
Phase III – construction procurement assistance and administration
 - b. The Contractor shall provide design disciplines that include the following: architectural, civil, landscaping, structural, plumbing, mechanical, electrical, land surveying and geotechnical, information technology, and interior design to include furniture layout, design, and selection.
 - c. Design services shall include an overall project phasing plan and schedule to include, as needed: planning and installation provisions for temporary classroom trailers, offices, toilets and other essential school functions impacted by the project.
 - d. The selected design must accommodate 1,600 high school (grades 9 – 12) students. If a prototype design is selected, the design must allow the opportunity for limited customization of the school based on stakeholder and citizen input that will allow the school to complement and fit into the character of the community and RPS Passion for Learning theme. The design shall prioritize incorporation of shared spaces within the design accommodating community use outside of regular school hours such as a health clinic and an ESL welcome center.
 - e. If the contract award is for a prototype “as-built” designs, it shall allow the opportunity for adequate customization of the facility to meet RPS programming requirements. Depending on availability of construction funding and if award is based on a prototype design, the Contractor may be allowed as little as eight (8) months following award of the Contract to provide full bid-ready construction design documents that shall meet current building code requirements and School Board directed design and programming needs.
 - f. Where applicable, the Contractor shall utilize integrated design techniques and concepts to optimize human and visual comfort, energy usage and maintainability in the school design.
 - g. Unless otherwise directed, the Contractor shall maintain a design focus on energy efficiency, environmentally friendly processes and materials consistent with the latest LEED Silver certification standards.
 - h. The Contractor shall perform all tasks in accordance with generally acceptable professional standards. The Contractor represents that the advice and consultation provided are within its authority and capacity as a professional.
 - i. The Contractor shall assist RPS with the preparation and submission of all documents, plans, specifications, and design data that would normally be required for RPS to obtain required code-related approvals from governmental agencies and authorities (including utility and environmental) having jurisdiction over this type of project at each stage of development. Contractor shall participate in meetings, hearings, presentations, negotiations, etc. that may be necessary to obtain such approvals

- j. The Contractor shall comply with the regulations, policies, laws, ordinances, and requirements of all environmental impact applicable to any task.
- k. The School Board anticipates that an early site work construction package will need to be prepared in advance of the building plans to relocate an existing 72" diameter storm sewer that runs across the site within the expected footprint of the new building and perform other site work needed to prepare for the building construction. Additionally, some portions of the design for elements such as site grading, building footers, and sub slab utilities, will likely need to be advanced ahead of the full construction documents package if construction management at risk delivery is utilized.
- l. Qualifications.

The person or persons having overall responsibility for the project management, coordination of disciplines under the Contract, design and specification review and approval, and all personnel, including subconsultants, performing architectural or professional engineering services/tasks must be an Architect or Professional Engineer licensed by the Virginia Department of Professional and Occupational Regulation in accordance with requirements of the *Code of Virginia*.

- 3. Deliverables. Each deliverable shall be delivered in a timely manner and in accordance with the Contract schedule to the Contract Administrator. The Contractor shall perform all necessary research and field survey work necessary to provide the identified deliverables.
 - a. Design.
 - 1) The Contractor shall submit the comprehensive design of the "as built" (prototype) replacement George Wythe selected by the School Board in writing.
 - 2) The Contractor shall consult with the School Board and the community to determine the requirements for the limited customization of finishes and Site work.
 - 3) The Contractor shall present and review the probable cost opinion with the School Board. The Contractor shall present the schematic design options in a second community meeting. The School Board intends to base the final design decision based on community and School Board feedback.
 - 4) The Contractor shall submit the construction bid-ready design documents within eight (8) months following award of the Contract.
 - b. Programming Study and Schematic Design Phases:
 - 1) The Contractor shall prepare preliminary design documents consisting of plans and outline specifications. Preliminary design shall be based on the schematic design option chosen, and the Contractor's opinion of the probable project cost based on that option. Contractor shall present and review the documents and opinion with the School Board.
 - 2) Based on the information contained in the preliminary design documents, the Contractor shall submit its opinion of probable project costs using life cycle costing and total cost of ownership as a guiding principle to assist the School Board in making final design decisions.
 - 3) The Contractor shall review available data in the School Board's possession. In consultation with the School Board, through citizen engagement meetings, and on the basis of all available information, the Contractor shall determine the full scope of the project, provide a detailed proposal for the scope of work required, provide schematics with at least two but no more than four customization options of the selected design, and provide the estimated design and construction costs to the School Board.
 - 4) The Contractor shall furnish all such documents, plans, and design data as may be required and assist in the preparation of the required documents so that the School Board may obtain approvals of all such

governmental agencies and authorities having jurisdiction over design criteria and environmental impact applicable to the project and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.

- 5) The design fees for subsequent phases of design will be negotiated upon selection of a prototype design and completion of the initial programming phase at which time a contract modification will be executed.
- c. Design Development/Final Design.
- 1) Upon completion of the Programming Study and Schematic Design Phase (3.b above), the Contractor shall obtain acceptance by the School Board and all governmental agencies and authorities having jurisdiction over design criteria and environmental impact applicable to the project.
 - 2) The Contractor shall present to and review the final design plans and specifications and all other related documents with the School Board.
 - 3) The Contractor shall assist in obtaining design approval by participating in, submissions to, and negotiations with appropriate officials and authorities including administrative hearings involving the project, The Contractor shall attend as many hearings and meetings as are necessary to obtain such approval. Contractor shall provide all necessary documents, statements, approvals and ensure compliance as required under *Code of Virginia* § 22.1-140.
 - 4) The Contractor shall provide interior design services and a furniture bid package based on the School Board's furniture design requirements and supplier equipment specifications.
 - 5) The Contractor shall furnish an opinion of the probable project cost by an independent cost estimator based on the final plans and specifications and other related documents. The Contractor shall provide the School Board with an estimate of probable annual costs to operate the facility as designed.
 - 6) If modification of the prototype is requested by the School Board or if the School Board determines that a completely new school design is required, the Contractor shall perform any and all services, including programming of space needs; basic architecture; interior design; planning; structural, mechanical, plumbing, civil, roofing, electrical services, life-cycle cost analysis, daylighting, energy modeling and any surveying or related services as may be needed in connection with the construction of the project or incidental thereto.
- d. Construction Bid Documents and Procurement Phase.
- 1) The Contractor shall prepare and furnish the final project procurement documents suitable for competitive sealed bidding (such as plans, drawings, and specifications) in conjunction with the School Board's Department of Procurement & Property Management and assist in the preparation of other related documents (e.g. addenda) as necessary.
 - 2) The Contractor shall provide final plans and specifications to RPS as directed by the Contract Administrator.
 - 3) As requested by the School Board, the Contractor shall provide any particular services required of an architect or professional engineer that are necessary for the School Board to comply with the procurement procedures applicable to any alternate method of contracting (e.g., construction management at risk) chosen by the School Board for the construction contract.
 - 4) The Contractor shall provide, as a minimum, the following services during the construction bidding phase:
 - ✓ Bidding documents

- ✓ Participate in the pre-bid conference
- ✓ Prepare answers to bidders' questions and prepare substantive content for addenda as necessary
- ✓ Review and offer advice as to the acceptability of the prime construction contractor and any proposed subcontractors and other persons and organizations proposed by the prime contractor
- ✓ Consult and advise as to the acceptability of substitute materials and/or equipment proposed by a bidder
- ✓ Assist in bid evaluation, negotiation with bidder (if applicable), and recommending award of contract or contracts
- ✓ Other services as may be necessary during the construction bidding process

e. Construction Administration

- 1) The Contractor shall attend the pre-construction meeting as arranged by the School Board and Contractor.
- 2) The Contractor shall consult with and advise the School Board and act as the School Board's construction administration representative to the extent normally expected of architects and professional engineers. Services include, but are not limited to:
 - a) Site visits. Periodic visits to the Project site as necessary to observe the progress and quality of the construction contractor's executed work providing assurance in writing that the completed project will conform to the construction contract Record and keep records, available on demand to the School Board, of written observations that detail the progress of the work, guard the School Board against defects and deficiencies in the work whenever possible, and notify the School Board of any observed defects and deficiencies in the work, and disapprove or reject work as failing to conform to the construction contract, if necessary.
 - b) Shop drawings. Review and approval of shop drawings, the results of tests and inspections, and other data that the construction contractor is required to submit; determine the acceptability of substitute materials and equipment proposed by the construction contractor in conjunction with the School Board's Contract Administrator; and receive and review maintenance and operating instructions, schedules, guarantees, and certificates of inspection assembled by the construction contractor in accordance with the construction contract documents.
 - c) Change orders. Issuance of instructions to the construction contractor and prepare all change orders as required by the School Board in accordance with applicable policies and procedures of the School Board.
 - d) Inspection and testing .Require special inspection or testing of the construction contractor's work, interpret the requirements of the construction contract documents, and judge the performance on the construction contractor.
- 3) Based on the Contractor's on-site observations as an experienced and qualified professional and on its review of the construction contractor's applications for payment, the Contractor shall advise the School Board as to the amounts owed to the construction contractor in relation to the progress and suitability of the work performed.
- 4) The Contractor shall conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been finally completed in accordance with the construction contract documents. The Contractor shall submit a written determination to the School Board and other governmental agencies, as necessary, that final payment should be made to the construction contractor.

- 5) Assist RPS with the procurement and selection of licensed Commissioning Agent, independent of the previous planning and design process, to perform professional Commissioning Services for this facility. Assist RPS in ensuring timeliness, completeness and accuracy of Commissioning services performed, and attest to proper completion of any remediation efforts required as a result of Commissioning Agent findings and reports.
 - 6) The Contractor shall prepare a set of “As-Built” prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the construction contractor, which the Offeror, in its professional judgment, considered significant.
4. Contract limitations. The existing school facilities will be occupied and remain in use during the construction period. Planning the phasing of the construction within the operational requirements of the school will be a function of the Architect, as validated by the Design Committee.
 5. 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 unreasonably withhold approval.
 - 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 regulations.
 - c. The Contractor shall supervise and direct the work under this Contract and all Subconsultants in accordance with the requirements contained herein. The Contractor is fully responsible for acts and omissions of its Subconsultants and of persons employed by the Subconsultants in the same manner as its own employees.

IV. CONSTRUCTION SCOPE

1. General Scope. The overall scope of this project is to construct a new high school building and athletic facilities on the existing school property footprint while maintaining all active academic functions. This may be accomplished by building on the open athletic fields with the students remaining in the existing building, followed by demolition of the existing building and construction of new athletic facilities. The School Board may consider the feasibility of alternative methods.

Project services shall include, but are not limited to, energy management; fire alarm, access control, security alarm, camera surveillance system, structured data cabling, clock and intercom systems. All of the aforementioned systems are currently in use by Richmond Public Schools (RPS) and serving existing schools. The existing RPS systems shall coordinate with the new building design features. If necessary, services shall include incorporation of hazardous material abatement within the construction documents (testing and abatement design services may be provided by other firms contracted by the School Board at its discretion).

The existing high school buildings will be demolished immediately following the opening of the new school in order to prepare the area for the displaced athletic facilities.

2. Site Scope: The existing site is a 27.8 acre site with one main school building with one- and two-story areas, three parking areas, and multiple athletic courts and fields. A 72” diameter storm sewer line runs across the athletic field on the eastern side of the property and is expected to require relocation prior to construction of the new school. The site work may include accessory structures such as an athletic/field house and concession/restroom facilities, athletic fields and tracks, bus canopy, associated parking areas, landscaping. All requirements shall be done in coordination with the City of Richmond Zoning, Urban Design Committee and Planning Commission guidelines and review requirements.
3. Building Scope: The new building will need to accommodate a capacity of up to 1600 students and should encompass approximately 260,000 square feet of finished interior space. The program will include the

following, although not exclusively: general classrooms, specialty classrooms and laboratories, media center, gymnasium, performance level auditorium, cafeteria, common areas, and administrative spaces. Incorporation of share spaces, for example an ESL Welcome Center and/or health clinic, should also be prioritized within the design accommodating community use outside of regular school hours. The space needs and functions to be included in the facilities will be further defined during the programing and schematic design phases in collaboration with the Design Committee.

4. Furniture: The scope will include interior design and coordination services for the selection of furniture, fixtures and equipment (FF&E) for the Site. The School Board anticipates purchasing most classroom and administration office FF&E under separate contract. In order to expedite ordering and delivery of furniture, selections will be developed early in the construction phase of the project based on the available and most cost effective school and office furniture contracts available to the School Board.
5. Occupancy: The new George Wythe must be constructed to Substantially Complete and ready for occupancy within twenty-four (24) months of the award of a construction contract.
6. LEED: The project will also include an energy management system that will be compatible with the existing energy management system currently serving the school system. The design shall incorporate LEED Silver certification with the goal of ensuring efficient energy use to minimize ongoing maintenance costs of the building. Other energy management systems may be considered, if approved by the School Board, which can provide a better value alternative to the LEED program.
7. Project Management. RPS expects have a Construction team in place to provide program management services for this project who will serve as the "School Board's Representative." Additionally, the Contractor and its subcontractors will be required to utilize a web-based project management and controls system for processing and tracking project information throughout the duration of the project.
8. A copy of the Richmond Public Schools Division-Wide Educational Specifications dated Spring 2007 is attached for use by offerors to better understand the design professional services scope of work solicited by this RFP.

V. PREPARATION AND SUBMISSION OF PROPOSALS

1. General Instructions:
 - a. Offerors must include at least one (1) but no more than two (2) prototype from their portfolios of previously built school prototype designs meeting Virginia Department of Education (VDOE) design standards. At least one of the proposals shall be complete and comply with all the instructions, terms, and conditions contained in this RFP. Additional proposals may be abbreviated forms following the same format and provide only the information different from the complete proposal. Proposals shall not be combined on the same form nor placed in the same packaging.
 - b. In order to be considered for selection, Offerors must submit a complete response to this RFP that includes all requested elements of the proposal. No other distribution of the proposal shall be made by the Offeror. The proposal must include all of the information set forth in this Section V and be organized as set forth herein. In addition to the original (so marked), the Offeror shall submit (i) one complete, bound paper copy of its proposal and (ii) two electronic copies in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.
 - c. Late Proposals. No proposal received after the date and time specified for submission of offers will be considered. The time a proposal is received in hand is determined by the time annotated on the proposal receipt by the Contract Officer. Proposals received late will be not be accepted. RPS is not responsible for delay in delivery by U.S. Postal Service, private carrier, hand delivery or inter-office mail. 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.
- 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 (see subsection 4. below). 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. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. Sealed proposals containing the original proposal and all electronic copies shall be addressed and submitted by the date and time specific as follows:

Proposal for [Title]
RFP #[]
[Name of Offeror]
[Closing Date]

Submit to: Department of Procurement & Property Management
Attn: Theresa Harris, Contract Officer
2395 Hermitage Road, Vatex Bldg.
Richmond, VA 23220-1307

Please note the submission requirement for proprietary information, Attachment C.

- e. Ownership of all data, materials, and documentation originated and prepared for the School Board pursuant to the RFP shall belong exclusively to the School Board and be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of *Code of Virginia* § 2.2-4342.F., 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.
- f. All proposals submitted in response to this RFP will become the property of the School Board 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.
- g. 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 Contract Officer will schedule the time and location of these presentations. Oral presentations are an option of the School Board 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 Theresa Harris, Contract Officer via email at Theresa.Harris@rvaschools.net. Please include RFP #21-6991-08 in the subject line.
- c. All written inquiries must be received at the Purchasing Office five (5) business days prior to the due date. **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 prepared so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required goods or services. The proposal should include an Executive Summary providing a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three pages.
- b. Offerors are required to submit the following items as a complete proposal:

Tab 1: Forms and Documents

Return the RFP cover sheet completed and signed as required, including signed addenda acknowledgments, if any.

- Executive Summary
- Completed and signed Cover Sheet
- Addenda acknowledgement, if any
- Proprietary Information per Section V.2.e
- Vendor Data Sheet
- State Corporation Commission Form required of all Offerors pursuant to Title 13.1 or Title 50.
- Small, Minority, Women or Service disabled veteran utilization commitment

Tab 2: Qualifications and Experience of Offeror

A written narrative statement should be included to address:

1) Organizational Structure and Personnel

- 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 and key personnel. Provide résumés or curriculum vitae of all key staff to be assigned to the project; certifications, licenses, and registrations; and the roles of the individuals.
- Overall architectural design capabilities and architectural or professional engineering accomplishments.
- All major subconsultants or joint venture partners with reason for consulting role, experience, roles and responsibilities, and résumés.

2) Demonstrated Experience

- Comprehensive narrative including specific capabilities and experience in providing design professional services for the comprehensive designs on new construction of high schools.
 - Examples of experience as the lead design firm for comprehensive school design programs utilizing standardization and prototyping for school facilities.
 - Examples of experience, workload and capability for fast/accelerated turnaround of design work, including phased and fast track project construction experience.
 - Describe in detail the Offer's previous projects of similar size and nature; its role in the project; the construction cost.
 - Depth of resources to provide the professional design services solicited by this Request for Proposals.
 - Each project identified shall include the firms (Offeror or Subconsultant) state whether the project was new construction, major renovation, major expansion, or other type.
- 3) Litigation. Disclose any information involving Offeror, its principals and employees, or its agents for the past (10 years) or pending legal proceedings or business litigation against the firm, any officer or principal (jointly and separately). If necessary, provide an explanation and indicate the current status of disposition.
- 4) References
- Provide the current names, addresses, telephone numbers, and emails addresses of at least six other public entities (preferably local government or school system) with whom the Offeror has worked on similar large new schools projects during the last five years. Offeror may list additional school projects and School Board.
 - Briefly identify the project, location and services performed. Select three projects to identify on the Vendor Data Sheet.
 - The Offeror shall include an affirmative statement that the Offeror grants its consent for the School Board/RPS to contact the Offeror's references for purposes of evaluating the Offeror under this solicitation; and further acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

Tab 3: Project Approach

- 1) Describe, in detail, the Offeror's proposal for providing the professional design services. Include the following:
- Design services summary plans, implementations, and schedules for delivery of a complete designed package (i.e. 100% construction documents).
 - Plan for specific project construction cost estimates through the design process.
 - A summary listing of typical deliverables for the design process.
 - The Offerors opinion of possible pitfalls or delays which may impact the successful completion of the new facility.
- 2) Clearly identify any proposed subconsultants with scope of work, equipment or goods including operating parameters, illustrations, etc. required to satisfy the Statement of Needs.
- 3) Small, Women and Minority (SwAM) Business Utilization. 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. RPS encourages the use of Commonwealth of Virginia DSBSD-certified businesses.

Tab 4: Financial Data

- 1) Provide financial data such as bonding capabilities, banking references, Financial Statement or 10-K.
- 2) Identify bankruptcy filings with sufficient explanation.
- 3) Listing of insurances and coverages including insurance company contact name and email.

Tab 5: Design Prototype

To meet the desired project schedule under a prototype design scenario, the Offeror shall submit schematic, photographic, and narrative of at least one (1), no more than two (2) proposed prototype designs from the Offeror's portfolio of designed facilities within the past ten (10) years of "as built" new school projects. Any designs submitted must allow for customization of the building to accommodate RPS Passion4Learning theme. For each design submission provide the below information for both the completed design and the completed construction phase:

- 1) Project information summary to include design and project scope showing square footage, number of classrooms, student population, scope of site work included in design and construction, athletic and/or recreational facilities, outbuildings, and scheduling summary (planned vs. actual), and a listing of subconsultants with their scope of work..
- 2) Planned and final construction costs including the quantity, nature, and dollar value of all design services and construction change orders, construction contractor claims,.
- 3) The following information should be included:
 - General floor plan for all levels, as applicable (11x17 printout),
 - Exterior elevations design renderings (11x17 printout)
 - Color photos of actual completed project (interior and exterior)
 - LEED or other green building certifications or programs incorporated into the design and construction
 - Highlighted areas where the design can be customized to meet School Board/RPS needs
- 4) A tentative site layout indicating how the design might fit the RPS site. The Offeror should indicate which areas are customizable and provide an estimated eight-month timeline based on a November 2021 award.
5. Miscellaneous. Provide any additional information or alternatives that are relevant to the delivery of the services desired and that may assist The School Board/RPS in the evaluation of the Offeror's response. The School Board neither requires nor desires promotional literature or other material that is not specific to this solicitation.
6. 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 the School Board/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.

VI. 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 be specific in presenting its qualifications.
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 firm for negotiation and recommendation for award of the Contract:

Criteria		Point Weight
1.	Suitability of Offered Designs	30 pts.
2.	Ability to meet School Board's Requirements	15 pts.
3	Qualifications of Personnel	15 pts.
3.	Experience with similar projects	15 pts.
4.	Accessibility	10 pts.
5.	Minority-Owned Business Commitment	15 pts.
AVAILABLE POINTS		100 pts.

5. The School Board will engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews are permitted. Offerors are encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage School Board representatives may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. The School Board/RPS will not disclose proprietary information from competing Offerors to the public or to competitors. At the conclusion of the informal interviews, and on the basis of evaluation factors listed herein and all information developed in the selection process to this point, RPS/the School Board will select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. School Board representatives will then conduct negotiations beginning with the highest ranked Offeror. If a contract satisfactory and advantageous to the School Board can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

The Contract awarded will incorporate by reference all requirements, terms and conditions of the solicitation (RFP), all negotiated requirements and the Offeror's proposals as negotiated.

VII. PRE-PROPOSAL CONFERENCE

OPTIONAL:

An optional pre-proposal conference will be held at 2:00 p.m. (local time) on September 14, 2021 by virtual Zoom meeting. 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.

Topic: Pre-Proposal Meeting

Time: Sep 14, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96348492711?pwd=U2psYmk3UWFjU0IBRXRrE1yeIEvQT09>

Meeting ID: 963 4849 2711

Passcode: 9gJDzJ

One tap mobile

+13017158592,,96348492711#,,,,*254653# US (Washington DC)

+13126266799,,96348492711#,,,,*254653# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 963 4849 2711

Passcode: 254653

Find your local number: <https://zoom.us/j/96348492711>

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend.

VIII. 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 Division of Procurement & Property Management no later than one (1) business day prior to bid opening at (804) 780-6161. If you are hearing or speech impaired, please contact the Division 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 RPS considering the proposal incomplete and be rejected or receive a lower evaluation score. Notice of addenda will be posted on Bonfire and eVA. It is the offerer's responsibility to monitor the web sites for the most current 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 School Board 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 School Board 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 the School Board 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 School Board under said contract.
 6. ASSIGNMENT OF CONTRACT: The resulting 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 the School Board 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. No oral explanation in regard to the meaning or intent of this solicitation will be made and no oral instructions will be given before award of a contract. Any pertinent revision, interpretation, or modification to the solicitation will be made only by addendum issued by the Department.
 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 School Board's right to audit the Contractor's records and/or to determine the correct number of units independently; or

C. RPS may order 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 School Board 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 dispute 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 set forth in the definition of barrier crime in *Code of Virginia* §19.2-392.02. A. any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or any crime of moral turpitude. Prior to award, the Contractor shall execute such certification. Pursuant to *Code of Virginia* §22.1-296.1, 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. The School Board 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. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the School Board, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the School Board may have.
15. 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.

16. **ETHICS IN PUBLIC CONTRACTING:** By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud and 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.
17. **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.
18. **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.
19. **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 *Code of Virginia* §§ 2.2-4332 and 65.2-800 et seq. 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.

20. NO CONTACT POLICY: During the conduct of this solicitation, no Offeror shall initiate contact with any School Board member or representative of RPS concerning the conduct of this solicitation except the Contract Officer or Department designee. Any contact with a School Board member or unauthorized RPS representative is prohibited and may result in disqualification from the procurement process.
21. NONDISCRIMINATION OF CONTRACTORS: An offeror or contractor shall not be discriminated against in the solicitation or award of a 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 a 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.
22. OTHER CONTRACTS. The School Board reserves the right to request the Contractor to work with other consultants or contractors.
23. PAYMENT:
- a. To Prime Contractor:
- 1) 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.
 - 2) 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.
 - 3) 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.
 - 4) 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 RPS 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 the School Board 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 the School Board.

- 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 offerors to perform the work and the offerors 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 the School Board/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. The School Board 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: The School Board may terminate this Contract in one of two methods:
 - a. Termination with Cause.
 - 1) The School Board 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 School Board'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, the School Board, after due oral or written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that RPS the School Board may have.
- 3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to the School Board's satisfaction during this seven (7) calendar-day period as indicated in writing to the Contractor, then the School Board's notice of termination with cause shall be deemed null and void.
- 4) Upon such termination, the School Board shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the School Board's up to the time of termination and upon delivery to the School Board of all completed or partially completed work performed by the Contractor. The School Board 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 School Board may terminate this Contract without cause by delivery or written notice to the Contractor of the School Board's intent to so terminate. Provide the delivery of such notice at least ninety (90) calendar days prior to the date of termination and, otherwise, given in accordance with the requirements of this Contract for the delivery of notices.
- 2) Upon such termination, the School Board shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by the School Board 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 School Board of completed or partially completed work. The School Board 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.

31. COVID-19 MITIGATION PROGRAM: The Contractor will ensure that all employees and/or representatives of the Contractor will wear masks while present in all RPS schools and office buildings in compliance with RPS' mask policy. The Contractor shall certify that all employees and representatives of the Contractor have submitted proof of vaccination to the Contractor prior to entering any RPS school or office building.

IX. 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 ninety (90) days. At the end of the ninety (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. The School Board or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. The School Board 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 the School Board 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.

Authorized Representatives:

RICHMOND PUBLIC SCHOOLS
Alana Gonzalez, Chief Operating Officer
Richmond Public Schools
301 North 9th Street -17th Floor
Richmond, VA 23219

With a copy to:
Theresa Harris, Contract Officer
Richmond Public Schools
Department of Procurement and Property Management
2395 Hermitage Road, Vatex Building
Richmond, Virginia 23220

CONTRACTOR
As provided in Attachment B
Vendor Data Sheet

4. **AWARD OF CONTRACT:** 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. **DESIGN OWNERSHIP:** The design selected by the School Board under this Contract, as modified or customized for the Site, shall become the property of the School Board/Richmond Public Schools for its use in additional construction projects and all documents furnished to the School Board by the Contractor pursuant to this solicitation, including but not limited to drawings, specifications, intellectual property, and reports, including those in electronic form, shall become to sole property of the School Board upon payment for the services incurred to produce the documents. Upon contract award, the Contractor shall grant and assign to the School Board all rights to all documents for future use by the School Board with, or independent of the Contractor. These provisions shall survive cancellation, termination, or completion of the work.
6. **DISPUTES:** In accordance with *Code of Virginia* §2.2-4363, contractual disputes shall be resolved according the Virginia Public Procurement Act.
7. **INDEMNIFICATION:** Contractor agrees to indemnify the School Board, 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.

8. **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.
9. **MINORITY BUSINESS PARTICIPATION:** The School Board 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.
10. **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.
11. **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 Officer 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.
12. **TERM:** The term of this Contract shall be from the date of award through construction substantial completion, approximately 34 months plus any warranty period.
13. **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 School Board 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.

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
 - Purchase Order and Contract 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 accountspayable@rvaschools.net with a copy to the RPS Project Manager.

XI. PRICING SCHEDULE

This solicitation does not request that Offerors provide estimates of labor hours or costs for services with its proposal submission.

Following evaluation and scoring, the highest-ranked offeror selected for negotiations based on the evaluation process will be requested to submit proposed billing rates

XII. ATTACHMENTS

- Vendor Data Sheet
- Virginia State Corporation Commission (SCC) Form
- Proprietary Information Form
- Division-wide Educational Specifications

END OF SOLICITATION

Attachment A – 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 B – SCC Requirement

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 C – Proprietary Information

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.2-3700 et seq.) is set forth below. (Additional sheet may be added if necessary.)

Section and Title	Page No.	Reason for Protection/Exclusion

Do not mark the entire proposal as proprietary. If Proprietary Information is stated, Offerors should submit one additional electric media device clearly indicating “Redacted” copy.