

COVER PAGE



REQUEST FOR PROPOSALS
Early Childhood and Head Start Community Assessment and Consulting
#23-7051-09

Issue Date: September 1, 2023

Commodity Code: 91838 – Education and Training Consulting

Purchasing Agency: School Board of the City of Richmond
Dept. of Procurement & Property Management
2325 Maury Street
Richmond, VA 23224

Contract Officer: Melissa Chasteen, NIGP-CPP, CPPB, VCCO, VCO
Procurement & Property Management Director
MChastee@rvaschools.net
(804) 780-6110

Location where work will be performed: Richmond, VA

Period of Contract: Single Project Services

The School Board of the City of Richmond (herein as “School Board”), acting through its duly authorized agent, Richmond Public Schools Department of Procurement & Property Management (herein as “RPS”) will receive Sealed Proposals until **1:00p.m. (local prevailing time) on September 13, 2023** at the office location at 2325 Maury Street, Richmond, VA 23224, for furnishing the services described herein. **Sealed submissions must reach the above address and be time-stamped by the deadline stated. It is the responsibility of the Offerors to make sure their proposal is delivered. Note: This is a secured building and Offerors should account for this if hand-delivering submissions. RPS is not responsible for late submissions as a result of Offeror’s failure to plan for this.**

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

PROPRIETARY INFORMATION: YES () *If yes, include Attachment B NO ()

The School Board of the City of Richmond does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 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 PAGE (CON'D)

The Offeror acknowledges receipt of Addenda as follows:

Number	Dated
_____	_____
_____	_____
_____	_____

Further, the undersigned county 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.

Sign and type or print requested information.

_____ (Official Signature)	_____ Print Name
_____ Title	_____ Date
_____ Name of Firm (Offeror)	_____ Federal Tax Identification Number
_____ Offeror Business Address (City, State and Zip)	
_____ Print Telephone Number	_____ Fax Number
_____ Email Address	

This cover page must be returned with the Submission.

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I. PURPOSE

Richmond Public Schools is seeking proposals from qualified firms to provide comprehensive community assessment consultation services for the Richmond Public Schools Early Child and Head Start Programs. As cited in the Head Start Program Performance Standards (HSPPS) a program must conduct a community assessment at least once over the five-year grant period. In addition, RPS -EC and HS programs must annually review and update their community assessment to reflect any significant changes per [45 CFR §1302.11 (b) (2)] [1302.11 Determining community strengths, needs, and resources. | ECLKC \(hhs.gov\)](#).

II. BACKGROUND

Richmond Public Schools Head Start program promotes school readiness for young children from low-income families by enhancing their cognitive, social and emotional development. School readiness means children are prepared for school, families are supporting their children's learning and schools are ready as children transition into kindergarten.

- Head Start supports the comprehensive development of children from birth to age five.
- Through planned and spontaneous instruction, relationships with adults and play, children grow in language and literacy, science and math and social and emotional development.
- Children receive health and developmental screenings, nutritious meals and oral and mental health support.
- Programs connect families with medical, dental and mental health services to ensure children are receiving the services they need.
- Parents and families are supported in achieving goals such as financial security, continued education and housing stability. Programs support and strengthen child relationships and engage families around children's learning and development.

Head Start provides a comprehensive, individualized, developmentally appropriate preschool education program using the Creative Curriculum, the Ready Rosie curriculum, and Promoting Alternative Thinking Strategies curriculum. The Creative Curriculum builds children's confidence, creativity and critical thinking skills through hands-on, project-based investigations. The PATHS curriculum is an evidence based social-emotional learning program. Ready Rosie is an early education tool that deepens parent engagement efforts by using video modeling and mobile technology. Ready Rosie has hundreds of brief videos in English and Spanish that model everyday interactions in familiar environments with real parents.

Head Start programs require 10% of enrollment spots to be reserved for children with disabilities. This requirement helps ensure that programs recruit children who are identified as eligible for IDEA services prior to entering Head Start. Additionally, this helps ensure proper screenings and evaluation referrals for children who may benefit from early intervention, special education or related services. Individualized support helps ensure effective teaching for children who have disabilities or special needs. Head Start partners with community organizations that support positive child and family outcomes. These organizations can respond to families' interests and needs and can connect families to outside resources, encourage engagement in children's learning and use community strengths and needs assessment data to guide collaboration

III. SCOPE OF SERVICES

Offerors should have the ability to provide an update of the comprehensive community assessment and consultation services to assist RPS-Early Childhood and Head Start program in assessing, planning, researching, developing, analyzing and evaluating a community assessment and its data to inform policies, programs and practices, allowing resources to be allocated in ways that ensure equity and optimal child outcomes as well as identifying new community partners. The offerors will also provide guidance on the development of the steps in completing the head start grant.

Community assessments provide an understanding of community strengths, identifies gaps in services and it helps mobilize necessary resources. When used in conjunction with other program data, the community assessment informs decision-making and helps answer questions in order to be effective and meet the mission of Head Start.

The community assessment will need to answer the following questions in order to be effective and meet the mission of Head Start:

- Who will be served?
- What will calendar and program options look like?
- How will the program work collaboratively to coordinate and individualize services?
- What partnerships will enhance services?
- What are the goals that will lead to quality outcomes for children and families?

IV. SUBMISSION INSTRUCTIONS

1. **Proposals shall be signed** by an authorized representative of the Offeror. By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
3. The Offeror should include as part of their proposal response the following information at a minimum:
 - a. Signed cover sheet and all addenda acknowledgement, if applicable.
 - b. A detailed description of the services to be provided which addresses each of the phases listed in Section III, Scope of Services. Clearly state your firm's ability to meet or exceed the requested services and any alternative solutions that would benefit RPS.
 - c. Statement of Qualifications – The offeror should include a description of the organizational and staff experience as it relates to providing the requested services.
 - d. Key Personnel – The offeror should provide a list of key personnel to be assigned to this contract. Specify their role in administering the contract.
 - e. Length of time that the firm has been in business.
 - f. Proposed cost in accordance with Pricing Schedule, Section VII
 - g. A minimum of three references, from similar projects/contracts completed/held within the last five years, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include client's name and contact person's email address and phone number for each reference provided.
 - h. Attachments A, B, C and D
4. All documentation submitted with the qualification shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective qualification are neither required nor desired.

V. 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 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 Division by calling the ADA office TTY line at (804) 780-6226.
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. **ADVERTISING**: It is understood and agreed that, in the event a contract is awarded for the services included in this proposal, no indications of such services to the Richmond Public Schools will be used in any way in product literature or advertising unless with written approval of the Richmond School Board.

4. **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 and/or any federal courts located in and/or that serve the City of Richmond. The RPS 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.
5. **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.

6. **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 RPS under said contract.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of RPS.
8. **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.
9. **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.

10. 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.
11. 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.
12. 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.

13. 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, the place of delivery or installation, or the location of where services are to be performed. 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.

14. **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 violent felony set forth in the definition of barrier crime in *Code of the 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. The Contractor shall execute the appropriate 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. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this provision.
15. **CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state prices in US dollars.
16. **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, 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.
17. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the 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 which RPS may have.
18. **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.
19. **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.
20. **EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with federal laws, the laws of the Commonwealth of Virginia, and the policies of the School Board of the City of Richmond, Richmond Public Schools does not discriminate on the basis of sex, race, color, age, religion, disability, or national origin in the provision of employment and services. Richmond Public Schools operates equal opportunity and affirmative action programs for students and staff. Richmond Public Schools is an equal opportunity/affirmative action employer.

21. **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.
22. **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.
5. Other insurance as required based upon the nature of the contract.

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
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
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031per	<i>Code of Virginia</i> § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

23. **NO CONTACT POLICY:** During the conduct of this solicitation, no Offeror shall initiate contact with any representative of RPS concerning the conduct of this solicitation. Any contact with an RPS representative is prohibited and may result in disqualification from the procurement process.
24. **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.

25. 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 accountspayable@rvaschools.net. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) 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 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 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.

26. 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.

27. 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)).
28. 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 firm'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.
29. 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.
30. 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.

31. 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.

32. TERMINATION: RPS may terminate this contract in one of two methods:

- a. Termination with Cause.

- 1) RPS 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 RPS' 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 vendor 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 RPS' satisfaction during this seven (7) calendar-day period as indicated in writing to the Contractor, then the Notice of Termination with cause shall be deemed null and void.

- 4) Upon such termination, RPS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by RPS up to the time of termination and upon delivery to RPS of all completed or partially completed work performed by the Contractor. RPS 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) RPS may terminate this Contract without cause by delivery or written notice to the Contractor of its intent to so terminate. Provide the delivery of such notice at least thirty (30) 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, RPS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by RPS 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 RPS of completed or partially completed work. RPS 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.
33. **TESTING AND INSPECTION:** [GOODS] RPS reserves the right to conduct any tests or inspections if may deem necessary and advisable to assure goods and services conform to the requirements and specifications.
34. **TRANSPORTATION AND PACKAGING:** [GOODS] By submitting its proposal, offerors certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. (For goods only.)

VI. 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. **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
 Dana Fox, Chief Operating Officer
 Richmond Public Schools
 301 North 9th Street -17th Floor

Richmond, VA 23219

With a copy to:
Melissa Chasteen, Director
Richmond Public Schools
Department of Procurement and Property Management
2325 Maury Street
Richmond, Virginia 23224

CONTRACTOR

As provided in Attachment B
Vendor Data Sheet

3. **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.
4. **DISPUTES:** In accordance with *Code of Virginia §2.2-4363*, contractual disputes shall be resolved according to the Virginia Public Procurement Act.
5. **INDEMNIFICATION:** The 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.
6. **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.
7. **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.
8. **TERM:** The term of this Contract shall be from the date of award through completion of the single project services, but not more than one year from date of award.

VII. PRICING AND DELIVERY

PRICING SCHEDULE

Offeror's shall provide a lump sum price to complete the project and pricing shall be inclusive of all services described in the Scope of Work. The School Board may request a breakdown of fees to ensure grant compliance.
Comprehensive Community Enhancement Assessment for Head Start Program:

\$ _____

DELIVERY/TIME OF PERFORMANCE -All grant application services to be completed by October 31, 2023.

VIII. EVALUATION AND AWARD

1. **EVALUATION:** Generally, RPS will consider the Offeror's overall suitability to provide the required services within the project's time, budget and operational constraints, and it will consider the comments and/or recommendations of the Offeror's previous clients, as well as other references. Offerors will be evaluated on information provided in their proposal, as noted below:
 - a. Demonstration of the firm's ability to provide Richmond City Public Schools – Early Childhood and Head Start Program assistance in the update of its community assessment and guidance toward development of the Head Start grant by providing comprehensive consultation services, and completing work in a timely manner. – 40 points.
 - b. Experience and qualifications of the proposed personnel assigned to provide the services. Include resume/biographic of the proposed personnel. – 30 points
 - c. Previous experience in the firm's ability to provide comprehensive consultation services to public schools with early childhood and head start programs to assist in the community needs assessment and grant writing. – 20 points
 - d. Cost of Services not to exceed \$80,000.00. – 10 points
2. **AWARD:** 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 factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in § 2.2-2006, RPS shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. 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. Price shall be considered, but need not be the sole or primary 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 provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should RPS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The contract will be presented to the Superintendent for final approval.

IX. ATTACHMENTS

- A. Virginia State Corporation Commission (SCC) Form
- B. Proprietary Information Form
- C. Vendor Data Sheet
- D. Vendor Application Packet

END OF SOLICITATION



Attachment A – SCC Form

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 B – 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 electronic media device clearly indicating “Redacted” copy.

Attachment C- Vendor Data Sheet

1. Company Name: _____

2. Primary Contact:

Name: _____

Phone: _____

Email Address: _____

Years in Business: Indicate the length of time the firm has been in business _____ Years _____ Months

Tax ID or EIN: _____ (only last four digit if an individual SSN)

3. Legal: (For any affirmative response, provide details on a separate sheet(s))

The Company _____ has _____ has not been involved in any legal proceedings relating to bidding, contracts, or contract management in the past 10 years.

Has the Company ever been terminated for non-performance? _____ Yes _____ No

Has the Company declared bankruptcy or is considered a debtor to a bankruptcy within the past seven (7) years? _____
Yes _____ No

4. Company History:

Provide three (3) recent accounts, either commercial or governmental, that your company is servicing or has provided similar goods or services. All information must be up-to-date.

A. Company: _____ Contact: _____

Phone: _____ Email: _____

Project: _____

Date of Service: _____ Value: _____

B. Company: _____ Contact: _____

Phone: _____ Email: _____

Project: _____

Date of Service: _____ Value: _____

C. Company: _____ Contact: _____

Phone: _____ Email: _____

Project: _____

Date of Service: _____ Value: _____

5. Capacity:

The Company _____ has _____ has not obtained appropriate insurance and/or bonding as required for any resulting contract.

The Company employs _____ skilled technicians and maintains appropriate staffing levels. Number of staff assigned to any resulting contract _____.

Affirm and Attest:

Authorized Signature:

_____(Title)

Signature

Date



Procurement and Property Management
2325 Maury Street
Richmond, Virginia 23224

VENDOR APPLICATION

Failure to accurately complete and return this form may result in delayed payment processing and remittance.

Purpose of this form: ☐ New Vendor ☐ Update Vendor Information ☐ Remove Vendor

*Required Field

COMPANY INFORMATION

*Company Name (as shown on income tax return) _____

*Contact Name: _____

*Street Address _____

*City _____ *State _____ *Zip _____

*Phone Number _____ *Email Address _____

*Are you a current Richmond Public School employee/employee relative or a retiree? Yes ☐ No ☐

*NINE (9) DIGIT TAXPAYER IDENTIFICATION NUMBER

Social Security Number: _____ or Federal Employer Number: _____

BUSINESS DESIGNATION STATUS (Check appropriate box for federal tax classification of the person whose name is entered as Individual Owner. Check nothing if you are an individual not operating a business)

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Governmental Entity | <input type="checkbox"/> Estate/Trust |
| <input type="checkbox"/> Single-member LLC | <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Source | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Limited Liability Company (Tax Classification: C=Corporation, S-Corporation, P=Partnership) _____ | | |

*Do you have a current City of Richmond business license? Yes ☐ No ☐

Is your business located within the City of Richmond, Virginia? Yes ☐ No ☐

If applicable:

Dun & Bradstreet # _____ Commercial & Government Entity (CAGE) # _____

OWNERSHIP MINORITY CLASSIFICATION: (51% or more owned by)

Check appropriate minority group of your firm (business): **PLEASE CHECK ONLY ONE**

- | | | |
|--|--|--|
| <input type="checkbox"/> American Native/Aleut Female (NF) | <input type="checkbox"/> Physical Impaired Female (PF) | <input type="checkbox"/> American Native/Aleut Male (NM) |
| <input type="checkbox"/> Black/Afro American Female (BF) | <input type="checkbox"/> Women Owned (WO) | <input type="checkbox"/> Black/Afro American Male (BM) |
| <input type="checkbox"/> Asian/Pacific Female (AF) | <input type="checkbox"/> Veteran Owned (VO) | <input type="checkbox"/> Asian/Pacific Male (AM) |
| <input type="checkbox"/> Hispanic Female (HF) | <input type="checkbox"/> Physical Impaired Male (PM) | <input type="checkbox"/> Hispanic Male (HM) |
| | <input type="checkbox"/> Small Business (SB) | |

VENDOR COMMODITY CODES [Click Here for NIGP Commodity Codes Listing](#)

NIGP Commodity Codes, their official name, make up the numbering system commonly used by state and local governments to categorize the products and services they buy. List up to 6.

What School/Department will you be providing commodity/service for? _____

Estimated cost for commodity/service _____

Will you be providing similar services to the school (or department) in the near future? Yes ☐ No ☐

DISCLAIMER

Under penalties of perjury, I declare that the information provided is true, correct, current, and complete to the best of my knowledge and belief.

*Vendor Name and Title (Print or Type) _____

*Signature _____ *Date _____

*Telephone _____ *E-Mail Address _____

THE FOLLOWING FORMS ARE FOUND ON THE SUCCESSIVE PAGES AND MUST BE INCLUDED WHEN SUBMITTING THE VENDOR APPLICATION:

- ☐ Vendor W9
- ☐ Statement of Debarment
- ☐ Certificate of Interest
- ☐ Certification of Crimes Against Children

This section to be completed by the RPS staff member submitting the application.

Approved by:

School/Department: _____ Organization Code: _____

Budget Holder Signature: _____ Date: _____

Budget Holder Name: _____

REASON FOR NEW VENDOR REQUEST? (check one box):

- ☐ Purchase Order (payment for goods or services)
- ☐ Professional Services or Construction Contract
- ☐ Bid/Proposal (RPS Procurement solicitation for goods or services)
- ☐ Grant Agreement (generally for community-based or non-profit organizations)
- ☐ Other (explain in full):

This section for Procurement Department use.

Approved By:

Signature: _____ Date: _____

Name/Title: _____

Notes:

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STATEMENT OF DEBARMENT

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

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

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

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

Firm Name: _____

Signature: _____

Print Name: _____

Date: _____

Contact: _____ Phone No. _____



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

***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: _____

**CERTIFICATION
OF
CRIMES AGAINST CHILDREN**

The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a violent felony set forth in the definition of barrier crimes 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. In accordance with this paragraph, Contractor shall execute the certification and submit the certification contemporaneously with this executed Contract.

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

Have you or, to the best of your knowledge, any of your employees who will have direct contact with students been convicted of a felony set forth in the definition of barrier crimes in *Code of Virginia* §19.2-392.02. A., any offense involving the sexual abuse or rape of a child or any crime of moral turpitude?

☐ NO

☐ YES (please explain) _____

Contractor

Date

By: _____

Name: _____

Title: _____