



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

## OPEN LETTER OF INVITATION

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 firms to partner with the Schools Nutrition Services (SNS) team to develop a Comprehensive Nutritional Program to be in compliance with the United States Department of Agriculture's (USDA) regulations. Our ideal vendor will provide complete guidance and consulting services to ensure compliance with the Healthy Hunger Free Kids Act of 2010, the Child Nutrition Programs (CNPs), including the Child and Adult Care Food Program (CACFP), the Summer Food Service Program (SFSP), the National School Lunch Program (NSLP), and the School Breakfast Program (SBP) and all other state and federal child nutrition regulations applicable to schools and institutions. Richmond Public Schools (RPS) is thinking of ways to be creative and innovative in addressing the nutritional needs of our students.

The mission of the School Board and the Schools Nutrition Services (SNS) team is to encourage a positive learning experience while promoting life-long healthy eating habits by providing meals that are nutritious and served by caring professionals in a pleasant environment.

Generally, the scope of work consists of, but is not limited to, ensuring compliance with USDA regulations, review menus, nutritional information and product specification for menus, conduct breakfast participation study for all schools nutrition services program, facilitate annual staff training and develop staff training material as needed to provide continuing education for all RPS SNS staff.

Through this Request for Proposals (RFP), the School Board intends to contract with a qualified consultant that fully understands the statement of work and who can deliver all elements of the scope of work within the specified period.

RPS is seeking offers from firms who understand the intricacies of school nutritional services and USDA guidelines and related programs, and who will assist SNS, RPS, and the School Board in developing the framework for a comprehensive integrated nutritional program in schools to improve the health, nutritional status, and academic performance. Top-ranked offerors will turn their ingenuity, experience, and professionalism into a creative and distinctive proposal.

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

Sincerely,

Richmond Public Schools  
Department of Procurement and Property Management  
School Nutrition Services

COVER SHEET  
**REQUEST FOR PROPOSALS**  
**22-7004-01**  
**Nutritionist Consultant**

Issue Date: February 2, 2022

Commodity Code: 94832

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

Contract Officer: Tomika Hayden  
thayden@rvaschools.net  
804-218-0457

Location where work will be performed: Richmond, Virginia

Initial Period of Contract: From initial award through 12 months with renewal options as indicated.

The School Board of the City of Richmond, acting through its duly authorized agent, Richmond Public Schools Department of Procurement and Property Management (Department) will receive **ELECTRONIC PROPOSALS UNTIL 2:00 p.m. EST on February 28, 2022**, for furnishing the services described herein. Submission instructions are outlined in Attachment A.

Proposals will only be received via the electronic Bonfire portal. No other submission will be accepted. Proposals cannot be received later than the above date and time as the system is electronic and will not allow access.

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 11:00 a.m., on February 9, 2022, virtually. Reference Section VI.

OFFER INCLUDES 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 Offeror acknowledges receipt of Addenda as follows:

Number	Date
_____	_____
_____	_____
_____	_____

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)

THIS SECTION MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM. IF THE INDIVIDUAL SIGNING IS NOT AN OWNER/OFFICER OF THE FIRM, PROVIDE SPECIFIC AUTHORIZATION.

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, financial, 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.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned firm hereby agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. 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: \_\_\_\_\_

# TABLE OF CONTENTS

COVER SHEET	2
I. PURPOSE	5
II. BACKGROUND	5
III. STATEMENT OF NEEDS	6
IV. PREPARATION AND SUBMISSION OF PROPOSALS	7
V. EVALUATION, SELECTION AND AWARD PROCESS	10
VI. PRE-PROPOSAL CONFERENCE	11
VII. GENERAL TERMS AND CONDITIONS	11
VIII. SPECIAL TERMS AND CONDITIONS	18
IX. SPECIAL TERMS AND CONDITIONS FOR FEDERAL PROCUREMENT	22
X. METHOD OF PAYMENT	23
XI. PRICING SCHEDULE	23
XII. ATTACHMENTS	24
ATTACHMENT A – SUBMISSION INSTRUCTIONS FOR BIDDERS AND OFFERORS	25
ATTACHMENT B - VENDOR DATA SHEET	28
ATTACHMENT C – AUTHORIZATIONS AND CERTIFICATIONS	30
ATTACHMENT D – SAMPLE STANDARD CONTRACT	31
ATTACHMENT E - PRICING SCHEDULE	37

## I. PURPOSE

1. Purpose: The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified offerors to establish a single contract through competitive negotiation to furnish and provide nutritional guidance and consulting services. The services will be provided to the School Nutrition Services (SNS) Department for the School Board of the Richmond Public Schools (RPS), a public body within the Commonwealth of Virginia. All procurement transactions will be conducted in a manner that provides maximum open and free competition consistent policies and processes that comply with Title 2 CFR §200.319(a) and the *Code of Virginia* Title 2.2, Chapter 43, Virginia Public Procurement Act (VPPA).
2. Intent. This RFP contains the instructions governing how the proposal is to be submitted, the format in which proposals are to be submitted, and the material to be submitted therein, evaluation criteria, and contractual terms and conditions.

## II. BACKGROUND

1. This is a continuing requirement. The original requirement was solicited in October 2018 and awarded in November 2018. This contract is expiring and no options exist. The SNS Department has updated its expectations for the services.
2. Definitions
  - a. "Agreement" shall mean Contract, Purchase Order, Memorandum of Understanding and similar governing documents.
  - b. "Contractor" shall mean the individual or firm who is a party to the resulting contract with the School Board.
  - c. "Offeror, Vendor, and Proposer" shall refer to the service provider submitting a proposal or to which an award may be made.
  - d. "Purchasing Authority" shall mean to Richmond Public Schools, the School Board, or any other public entity or authorized user.
  - e. "Richmond Public Schools (RPS)" shall refer to the school administration, offices, and employees but not the School Board.
  - f. "School Board of the City of Richmond" shall refer to the local governing educational body and each of the duly elected Board members.
3. History. This is a succeeding contract for nutritional services as RPS currently has a contract with Lori Beckwith Consulting for providing the services under this RFP.

Historically for the past 4 years RPS has utilized the services of a Consultant Nutritionist to review, approve and complete all USDA menu certification required workbooks for program menus, product specifications, student meal accommodations and conducted division-wide meal participation analysis prior to pandemic.

The average annual spend per fiscal year is \$ 40,000.

4. Authority: The Department has the sole oversight and authority for purchasing supplies, materials, equipment, construction, technology, and professional and non-professional services for the Richmond Public Schools district. The Department's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts or agreements, 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 and Property Management (Director), no other School Board member, officer, executive, administrator, 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 order or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the School Board or RPS.
5. Desired outcome. The School Board intends to award a contract to the Offeror who is determined to most closely satisfy the needs of the RPS based on criteria specified herein.

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

Issuance:	February 2, 2022
Pre-Proposal:	February 9, 2022
Deadline for questions:	February 18, 2022
Due Date:	February 28, 2022
Review and Evaluation:	March 7, 2022
Negotiation and award:	March 17, 2022

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

### III. STATEMENT OF NEEDS

1. RPS requires the services of a qualified individual or firm to provide nutritional services to the School Nutrition Services department of Richmond Public Schools on an as needed basis.

2. Scope of Work

#### Menu Development

- a. Develop cycle menus for all grade levels that meet the federal guidelines for NSLP/SBP, CACFP, ASP, SFSP.
- b. Develop menus that utilize USDA Commodity Entitlement and Purchased foods that meet USDA meal pattern compliance requirements.

#### Dietary Specifications Assessment Tool

- a. Complete the USDA Dietary Specification Assessment Tool for all menus developed for NSLP/SBP for each specific grade grouping
- b. Modify and make the necessary revisions to any menus that do not meet the standards identified in the assessment tool

Review Student Special Dietary Meal Accommodation Request- Provide customized menus (if needed) for special allergy or meal modification per doctor's authorization.

#### Production Record

- a. Review Production Records for all schools in the RPS Meal Program(s). Inclusive of Production Records generated from Edison for all schools on a monthly basis to ensure The Review must be inclusive of:
  - i. Menu items
  - ii. Portion Size
  - iii. Meal pattern contribution
  - iv. Total quantity of food prepared
  - v. Number of portions prepared
  - vi. Number of portions used
  - vii. Reimbursable and non-reimbursable meals planned
  - viii. Meal pattern compliance
  - ix. Ensure that the production record supports the claim for reimbursement

#### Standardized Recipes

- a. Review all current standardized recipes for program menus.
- b. Make recommendations for recipe updates for any recipe that is not in compliance with the nutritional standards for the NSLP/SBP

### Compliance Training(s)

- a. Provide yearly and periodic staff trainings related program meal compliance
- b. Build training material to be used for refresher training by supervisors and managers throughout the year.

Conduct Division- wide Post Pandemic Breakfast and Lunch Participation study that will yield program recommendations to improve participation and efficiency in meal program.

### 3. 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 of new personnel.
- b. In the event that the Contractor's Project Manager, or any other individual responsible for Richmond Public Schools' account, is no longer employed by the Contractor(s), is unavailable for any reason, or is performing in an unsatisfactory manner as determined by the Contract Administrator, the Contractor shall propose a replacement for that individual within a reasonable time frame, so as not to significantly delay the provision of the goods/services to Richmond Public Schools.
- c. 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.
- d. The Contractor shall supervise and direct the work under this contract and all subcontractors in accordance with the requirements contained herein. The Contractor is fully responsible for acts and omissions of its subcontractors and of persons employed by the subcontractor in the same manner as its own employees.

### 4. Government Furnished. RPS-provided goods and/or services.

- a. The Contractor shall furnish all property necessary to perform the services specified herein.
- b. If RPS provides services or goods, the Contractor shall have responsibility for and accountability of the RPS-furnished items/services. The Contractor shall replace or repair any equipment if it is broken as a result of Contractor actions, including employees and subcontractors. The Contractor shall be accountable for all services or goods by keeping written records of RPS property in its possession or control.
- c. At the end of the contract, the Contractor shall make arrangements to return all property to RPS.
- d. RPS will designate a Project Manager/Contract Administrator (CA) who shall be responsible for the day-to-day monitoring of Contract performance. The CA for this project is: Susan Roberson.

## IV. PREPARATION AND SUBMISSION OF PROPOSALS

### 1. General Instructions:

- a. In order to be considered for selection, Offerors must submit a complete response to this RFP that includes all requested elements of the proposal. No other distribution of the proposal shall be made by the Offeror. Hard copy proposals will not be accepted.
- b. Complete proposals shall be submitted electronically via the Bonfire Portal. Proposals cannot be received later than the above date and time as the system is electronic and will not allow access. The electronic Bonfire Portal instructions can be found in **Attachment A** of this RFP.
- c. Any costs incurred by the Offeror in preparation of its proposal or prior to final execution of a contract shall be the responsibility of the Offeror. RPS will not be liable for any such costs.

- d. Late Proposals. No proposal received after the date and time specified for submission of offers will be considered. It is incumbent upon the Offeror to ensure its proposal is received before the date and time 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. Ownership of all data, materials, and documentation originated and prepared for RPS pursuant to the RFP shall belong exclusively to RPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, **the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.
- e. All proposals submitted in response to this RFP will become the property of RPS and are not returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the Vendor's expense.
- f. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This provides an opportunity for the offeror to clarify or elaborate on its proposal. This is a fact finding and explanation session only and does not include negotiation. The Department will schedule the time and location of these presentations. Oral presentations are an option of RPS and may or may not be conducted.

3. Offeror's Understanding of the Requirements:

- a. Offerors are responsible to inquire about and clarify any requirement of this RFP that is not understood. Oral requests for information will not be accepted.
- b. All inquiries must be submitted in writing to Contract Specialist Tomika Hayden via email at [thayden@rvaschools.net](mailto:thayden@rvaschools.net). Please include RFP 22-7004-01 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. RPS will provide written answers and any substantive changes will be issued by an addendum and posted to the Bonfire portal and the Commonwealth of Virginia's procurement website at [www.eva.virginia.gov](http://www.eva.virginia.gov). The offerors are responsible for ascertaining the existence of any addendum.

4. Specific Proposal Instructions:

- a. Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required goods or services. Offerors are required to submit the following items as a complete proposal:

**Tab 1: Forms**

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

- Executive Summary
- Completed and signed Cover Sheet
- Proprietary Information per Section IV.2.3
- Vendor Data Sheet
- State Corporation Commission Form required of all Offerors pursuant to Title 13.1 or Title 50.

**Tab 2: Qualifications and Experience of Offeror**

A written narrative statement should be included to address:

1) Organization 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 capabilities and accomplishments.
- All major subconsultants and subcontractors or joint venture partners with reason for consulting role, responsibilities, experience, and associated résumés.

2) Demonstrated Experience

- Comprehensive narrative including specific capabilities and experience in providing [commodity contemplated].
- Examples of similar experience detailing the Offeror's roles and responsibilities, project scope, change orders, final costs, lessons learned.
- Depth of resources available to provide the services solicited by this Request for Proposals.

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 all projects with other public entities (preferably local government or school system) with whom the Offeror has worked on similar projects during the last five years.
- Briefly identify the project, location, dollar value and services performed. Select three (3) projects that closely match the scope of this RFP to identify on the Vendor Data Sheet (Attachment B).

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) Provide specific plans for providing [the proposed goods/services] including:
  - Provide a detailed narrative describing the firm's approach to providing [the types of services] required in the Statement of Needs.
  - Identify any perceived pitfalls or obstacles which may delay the successful completion of the services
  - A listing of typical deliverables.
  - Other information necessary to describe what, when and how the services will be performed.
- 2) Clearly identify any proposed equipment or goods including operating parameters, illustrations, etc. required to satisfy the Statement of Needs.
- 3) Provide a time frame for implementation and completion.

### **Tab 4: Financial Data**

- 1) Financial Data. Provide financial data such as resources or bonding capabilities, Financial Statement or Annual Report.

### **Tab 5: Small And Minority Business Utilization**

Provide your firm's plan to use and encourage participation of small, women-owned and minority-owned businesses. Include relevant information such as business name, contact information, anticipated dollar value, roles, etc. Offerors may use the form in this solicitation, Attachment D. RPS encourages the use of Commonwealth of Virginia DSBSD-certified businesses.

5. Exceptions (Optional). Provide a narrative explanation of any limitations, exceptions to terms and conditions or exclusions of service, and a description of any assumptions made or expectations of RPS not herein delineated. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. In the case of a proposal for information technology, as defined in *Code of Virginia § 2.2-2006*, Offerors are not required to state in a proposal any exception to any liability provisions contained in the Request for Proposal.

## **V. EVALUATION, SELECTION AND AWARD PROCESS**

1. Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors should address each evaluation criteria and to be specific in presenting its qualifications. Proposals should be prepared economically.
2. As soon as practical following the closing time, RPS will open and list the proposals 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(s) for negotiation and recommendation for award of a contract:[review and define with end user]

Criteria		Point Weight
1.	Qualifications of the Offeror, including background, experience, and expertise Financial stability Prior successful experience of a similar scope and magnitude References Résumés of proposed staff	25 pts
2.	Technical approach to services Extent to which the approach satisfies the requirements Delivery of service Reporting, quality control and [other technical need] Clear understanding of the work to be performed	25 pts.
3.	Specialized qualifications Implementation/Project Management Small business utilization	10 pts.
4.	Minority business utilization	10 pts.
4.	Fees for Services	25 pts.
5.	Overall quality of proposal	5 pts
AVAILABLE POINTS		100

- Selection shall be made of two or more Offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including costs. Negotiations will then be conducted with each of the Offerors so selected. Price will be considered, but may not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, RPS will select the Offeror which, in its opinion, has made the best proposal and provides the best value, and will award the contract to that Offeror, if an award is made. 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 successful Offeror is expected to enter into the Standard Contract (Attachment D). The final contract awarded will incorporate by reference all requirements including Statement of Needs, terms and conditions of the solicitation (RFP), applicable worksheets and attachments, costs, all negotiated requirements, and the Offeror's proposals as negotiated. 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.

## VI. PRE-PROPOSAL CONFERENCE

- An optional pre-proposal conference will be held at 11:00 AM (local time) and February 9, 2022, via Google meet.

Pre-Proposal - School Nutritionist  
 Wednesday, February 9 · 11:00am – 12:00pm  
 Google Meet joining info  
 Video call link: <https://meet.google.com/hyk-bruq-qux>  
 Or dial: (US) +1 470-499-1899 PIN: 520 936 946#

This pre-proposal conference is not mandatory. 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.

## VII. GENERAL TERMS AND CONDITIONS

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

1. ADA COMPLIANCE: Pursuant to the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this proceeding should contact the 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 and ascertain the existence of addenda.
3. APPLICABLE LAWS AND COURTS: This solicitation and any contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the contract resulting from this solicitation shall be the Circuit Court of the City of Richmond 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.
4. ANTI-DISCRIMINATION: By submitting its offer, Offeror certifies to the Richmond Public Schools that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

- A. During the performance of this contract, the vendor agrees as follows:
    - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts over \$10,000.00.
    - 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such vendor is an equal opportunity employer.
    - 3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.
  - B. The contractor will include the provisions of A. above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
5. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to RPS all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the RPS under said contract.

6. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of RPS.
7. ANNOUNCEMENT OF AWARD: Upon the award or decision to award a contract as a result of this solicitation, RPS will publicly post such notice on the Commonwealth of Virginia's procurement website ([www.eva.virginia.gov](http://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 canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
9. AVAILABILITY FUNDS: It is understood and agreed between the parties herein that RPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.
10. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
11. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - B. RPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, 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.

12. **CRIMES AGAINST CHILDREN:** The Contractor shall certify that it, its employees, and all other persons, including subcontractors and suppliers, who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Contractor shall execute the appropriate certification. Pursuant to §22.1-296.1, *Code of Virginia*, any person making materially false statements regarding offenses which are required to be included in the certification shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this provision.
13. **CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state prices in US dollars.
14. **DEBARMENT STATUS:** By submitting its proposal, Offeror certifies that it is not currently debarred suspended or otherwise excluded from submitting offers on contracts by any public body of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting offers on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America.
15. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the 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.
16. **DRUG-FREE WORKPLACE:**

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

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

17. **ETHICS IN PUBLIC CONTRACTING:** By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud 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.
18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal, Offeror certifies that it does not and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986 (the “Act”) or otherwise violate the provisions of the Act.
19. **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.

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
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 2031 per	<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

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 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.
21. **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.
22. **ORDERING PROCEDURES:** Richmond Public Schools does not place verbal orders for goods and/or services. RPS may only place orders by issuing a formal written Purchase Order in advance of the vendor providing the goods and/or services. Accordingly, at Richmond Public Schools’ request, the vendor provide a proposal/ quotation listing specific goods/services desired by RPS and the associated fees and/or fee estimates. Following

discussions or revisions, if needed, RPS will issue a corresponding Purchase Order for the specific requirement and fee. The Purchase Order may only be changed subject to the Changes to the Contract provision. Under no circumstances is the vendor authorized to provide the goods and/or services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the vendor provides goods/services prior to receipt of a written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

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 [finance@RPS.org](mailto:finance@RPS.org). 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 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 RPS of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

b. To Subcontractors:

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

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

24. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

25. PROPRIETARY INFORMATION/TRADE SECRETS: Proprietary information or trade secrets in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, subject to the limitations therein; however, the protections of this section must be invoked prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. (*Code of Virginia* § 2.2-4342(F)).
26. QUALIFICATIONS OF OFFERORS: RPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offeror shall furnish to RPS all such information and data for this purpose as may be requested. RPS reserves the right to inspect the 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.
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).
29. 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.
30. 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.

31. 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 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, 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.

32. **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.

33. **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.)

## VIII. SPECIAL TERMS AND CONDITIONS

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

1. **ACCEPTANCE PERIOD:** Any response to this solicitation shall be valid for a period of 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is canceled.
2. **ADDITIONAL USERS:** This procurement is being conducted on behalf of RPS and other public bodies in accordance with S 2.2-4304 of the Virginia Public Procurement Act (Joint and Cooperative Procurement) and maybe extended to other public bodies, except for construction or architectural and engineering services.
  - a. If approved by the Contractor, the resulting contract may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directory with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of the Offeror's proposal.
  - b. Upon Contractor approval, any public body using the resulting contract may execute a separate contract with the Contractor to include additional terms and conditions required by statute, ordinance or regulation; or to remove terms and conditions which may conflict with its governing statutes, ordinances or regulation. If the additional terms and conditions are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that public body.
  - c. RPS, its officials and staff are not responsible for placement of orders, invoicing, payment, disputes or any other transaction between the Contractor and the public bodies who may enter into contracts based on this RFP; and in no event shall RPS, its officials, and/or staff be responsible for any costs, damages or injury resulting to any party from the use of an RPS contract.
3. **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.

4. **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 Superintendent or authorized designee. All contracts or transactions \$250,000 or greater must be approved by the School Board before services commence.

Authorized Representatives:

RICHMOND PUBLIC SCHOOLS  
Director of Procurement  
2395 Hermitage Road  
Richmond, VA 23220

CONTRACTOR

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

5. **AWARD OF CONTRACT:** After negotiations have been conducted with each Offeror so selected, Richmond Public Schools shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror, if an award is made. RPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should RPS determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated
6. **BONDS:** Richmond Public Schools reserves the right to require the successful Offeror to furnish a performance bond in the amount of the contract before award of contract. If no bond can be furnished by the successful offeror, Richmond Public Schools reserves the right to negotiate a contract with the next Offeror.
7. **CANCELLATION:** RPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation
8. **CONFIDENTIALITY:** The Contractor shall ensure that information and data obtained as to educational, personal, or medical facts and circumstances related to RPS students will be collected and held confidential and will not be divulged without the written consent of the individual. The Contractor shall comply with the security and privacy requirements of both the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall make available for inspection and/or reproduction by RPS any records in the possession of the Contractor that relates to the services provided

under this Contract. This provision shall not expire. The Contractor may be required to execute a HIPAA Business Associate Agreement.

9. CONTRACT ADMINISTRATION: The successful administration of this contract will require close coordination with the required department. The Procurement Department will designate, in writing, the Contract Administrator who will coordinate the work and will have the authority to make written decisions in binding their respective employees on matters within the scope of the contract. Any modifications to scope of work, term, or price must be authorized by the Procurement Department and issued as a written amendment to the Contract.
10. CONTINUITY OF SERVICES:
- a. The Contractor recognizes that the services under this contract are vital to RPS and must be continued without interruption and that, upon contract expiration, a successor, either RPS or another contractor, may continue them. The Contractor agrees:
    - To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - To make all RPS-owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and,
    - That the Contract Specialist shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - b. The Contractor shall, upon written notice from the Contract Specialist, furnish phase-in/ phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Specialist's approval
  - c. The Contractor may be reimbursed for all reasonable, pre-approved phase-in/phase- out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Specialist in writing prior to commencement of said work
11. COPYRIGHTS AND PATENT RIGHTS: The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save Richmond Public Schools, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
12. COVID 19 PROTOCOL: By signing a written agreement, the Contractor is certifying that all employees and representatives of the Contractor have submitted proof of vaccination to the Contractor prior to entering any RPS school or central office building. Should the Contractor implement a medical or religious exemption process for employees and representatives, the Contractor agrees to implement a weekly COVID-19 testing protocol for employees and representatives exempted from the vaccination requirement. Any costs related to COVID-19 testing will be the responsibility of the Contractor; and,

The Contractor shall ensure that all employees and/or representatives of the Contractor, comply with all remaining applicable health and safety measures in effect for RPS including but not limited to, the wearing of masks while present inside and outside of any RPS school or central office building regardless of vaccination status; physical distancing of three to six feet to the greatest extent possible; and completing the symptom screening questionnaire through RPS' daily log-in system, Raptor. RPS Health and Safety Measures for Fall 2021 In-Person Instruction can be found at <https://www.rvaschools.net/health-safety>.

The provisions as stated in this section shall continue to be in effect until further notice. Failing to adhere to the stated COVID-19 protocols shall be considered an event of default and grounds for termination of the Contract pursuant to the terms previously agreed upon in the Contract.

13. DISPUTES: In accordance with §2.2-4363 of the *Code of Virginia*, contractual disputes shall be resolved according to the RPS Purchasing Manual, Chapter VII, paragraph G, incorporated by reference.
14. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATIONS, CONTRACTS AND ORDERS:
- a. This solicitation may be subject to the conditions of the Commonwealth of Virginia B2G registration. The eVA Internet electronic procurement solution, website portal streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.
  - b. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
    - 1) For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
      - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
      - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
    - 2) Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.
  - c. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).
  - d. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.
15. EXTENSION OF CONTRACT: RPS may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. Any extension beyond 12 months will be subject to RPS Renewal of Contract clause. This provision in no way impacts or alters the RPS’s ability to renew the resulting contract consistent with the renewal option clause. This extension clause may be exercised when RPS determines that an extension of the contract is advantageous to the School Board. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.
16. INDEMNIFICATION: Contractor agrees to indemnify RPS, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
17. MINORITY BUSINESS PARTICIPATION: In awarding contracts and purchase orders to its vendors and suppliers, Richmond Public Schools strives to obtain a minimum twenty percent (20%) of the annual aggregate expenditure of contracts and services from small and minority-owned business enterprises. Such contracts and services include but are not limited to orders for the sale and furnishing of supplies, materials and equipment, for providing contractual services, and for writing and furnishing policies of insurance and surety bonds in which Richmond Public Schools is the principal insured or party for whom such bond is written and for which policy of insurance or bond the premium charged is billed to Richmond Public Schools.
18. 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.

19. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of RPS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Specialist the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract.
20. **SUPERINTENDENCE:** The Contract is responsible to completely supervise and direct the work under this Contract and all Subcontractors that they may utilize, using their best skill and attention. The Contractor shall employ a superintendent or foreman, acceptable to RPS, who shall have full authority to act for the Contractor, and shall be onsite at all times during the performance of the Work. Unless permitted by RPS, the superintendent shall be one who can continue in that capacity for the entire period unless they cease to be on the Contractor's payroll. The superintendent or foreman shall have a cellular telephone for communication with the Project Manager and shall be conversant in English.
21. **TERM AND RENEWAL:**

The initial term of the contract shall be twelve (12) months, from the date of full contract execution. Any work assigned but not completed shall survive the initial performance period until such time as the work is completed and accepted. The contract may be renewed as indicated below:

- a. **Renewal Of Contract:** This contract may be renewed at the sole discretion of RPS for a period of two (2) successive twelve (12) month periods under the terms and conditions of the original contract and upon written mutual agreement between both parties. Subsequent price increases may be negotiated only at the time of renewal. Written notice of the intention of RPS to renew will be given sixty (60) days prior to the expiration date of each contract period.
  - b. At its sole discretion, RPS may allow price adjustments only at the time of contract renewal, and only where verified to the satisfaction of the Contract Specialist. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: (a) 3% of the contract price of the prior term, or (b) the contract pricing for the prior period, increased/decreased by no more than the percentage increase of the United States Bureau of Labor Statistics' (BLS) index Consumer Price Index for All Urban Consumers (CPI-U) section of the Consumer Price Index "Other Services" category for the latest twelve (12) months for which statistics are available. The index can be found here: (<http://stats.bls.gov/news.release/cpi.t03.htm>)
  - c. Contractor shall give not less than thirty (30) days advance written notice of any price increase request, with documentation, to the Contract Specialist, who will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to RPS and reflected in subsequent invoices.
22. **WORK SITE PROTECTION:** The Contractor is responsible for all damages to persons or property that occurs as a result of its fault or negligence. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to RPS's satisfaction at the contractor's expense.

The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of work previously accepted

## IX. SPECIAL TERMS AND CONDITIONS FOR FEDERAL PROCUREMENT

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

1. Executive Order 11246, Equal Employment Opportunity; and as supplemented in Department of Labor regulation 41 CFR Part 60.
2. Clean Air Act Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368)
3. Anti-Lobbying Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8

## **X. METHOD OF PAYMENT**

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

Invoices shall provide at a minimum:

- Vendor Name, Address and Taxpayer Identification Number (TIN)
  - RPS Ordering Individual
  - Agreement Number
  - Date of Invoice
  - Unique Invoice Number
  - Monthly charges
  - Date(s) of Services
  - Complete description of Services
2. The Contractor shall submit a valid invoice to the address indicated by the tenth (10th) day of the month following the month in which services were rendered.
  3. The preferred method to receive invoices is via email to the General Mailbox: [accountspayable@RPS.org](mailto:accountspayable@RPS.org). In lieu of email, invoices may be mailed to:

Richmond Public Schools  
Attn: Accounts Payable  
301 North Ninth Street  
16<sup>th</sup> Floor  
Richmond, VA 23219-1927

## **XI. PRICING SCHEDULE**

1. Offeror's pricing proposal must include all charges associated with providing the requested services. RPS will not be liable for fees or charges that are not set forth in the Pricing Schedule or as agreed upon through negotiations. An Offeror must be willing and able to successfully provide the Service proposed at the prices offered. Pricing must be valid for the period specified. If Offeror is reserving the option to withdraw the pricing during that period, then it must clearly state this in its proposal.
2. Pricing must be comprehensive with additional information and detail attached as needed. All one-time and recurring costs, and underlying assumptions on the part of the Offeror, must be clearly, conspicuously and fully disclosed. For example, if unit price is based on a certain volume, that assumption should be indicated. Offeror shall clearly identify any discount targets/ranges available. Offerors may add additional items, components, or services that it believes may be integral to the overall provision of services as envisioned and described in this RFP or that may otherwise be applicable.

## **XII. ATTACHMENTS**

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

**END OF SOLICITATION**

# Attachment A – Submission Instructions for Bidders and Offerors

Please follow these instructions to submit via our Public Portal (<https://rps.bonfirehub.com/portal/?tab=login>).

## 1. Prepare your submission materials:

### Requested Information

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

Name	Type	# Files	Requirement	Instructions
	.docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)			
Proposal	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Required	
Pricing Schedule	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this form.

### Requested Documents:

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

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

### 2. Upload your submission at:

<https://rps.bonfirehub.com/projects/60055/details>

The Q&A period for this opportunity starts **February 2, 2022 at 4:00 p.m.** The Q&A period for this opportunity ends **February 18, 2022 at 2:00 p.m.** You will not be able to send messages after this time. Email questions will not be considered after this date and time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **February 22, 2022 @ 2:00 p.m.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

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

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

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

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

**Need Help?**

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

## Attachment B - Vendor Data Sheet

### 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

## Attachment C – Authorizations and Certifications

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

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

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

\_\_\_\_\_ 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 Bidder’s out-of-state location)

\_\_\_\_\_ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’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*.

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

Certification Of Interest & Relationships With School Board And Richmond Public Schools Employees –

To the extent that neither Vendor nor any of Vendor’s officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools, Vendor shall reveal such relationships to the School Board. In accordance with this paragraph, Vendor shall execute the certification.

Signature: \_\_\_\_\_ (Date)

Name: \_\_\_\_\_  
(print) Title

Name of firm: \_\_\_\_\_

## Attachment D – Sample Standard Contract

CONTRACT NO. \_\_\_\_\_

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

THIS CONTRACT made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the School Board of the City of Richmond, acting by and through its duly authorized representative (hereinafter referred to as the "School Board"), and [Company] (hereinafter referred to as the "Contractor").

#### **WITNESSETH:**

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

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

#### **ARTICLE I – SCOPE OF SERVICES**

1.1 The goods/services furnished by the Contractor shall include, but are not necessarily limited to those outlined in RFP# - \_\_\_\_- , [dated], Exhibit I, and the Proposal [dated], Exhibit II, submitted by the Contractor, all incorporated and made a part hereof by reference.

#### **ARTICLE II – COMMENCEMENT AND COMPLETION**

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

#### **ARTICLE III – PAYMENT**

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

3.2 The Contractor shall submit its invoice in accordance with Exhibit I and contain:

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

## **ARTICLE IV - ASSIGNMENTS**

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

## **ARTICLE V – RESPONSIBILITIES OF THE CONTRACTOR**

6.1 The Contractor shall comply with the following conditions as agreed to and negotiated [dates]:

## **ARTICLE VI – RESPONSIBILITIES OF THE SCHOOL BOARD**

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

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

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

## **ARTICLE VII – SEVERABILITY**

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

## **ARTICLE VII – TAXES**

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

## **ARTICLE IX – INDEMNIFICATION**

### **10.1 Indemnification**

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

## 10.2 Insurance

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

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

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

## **ARTICLE X – COMPLIANCE WITH LAWS**

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

## **ARTICLE XI – ADDITIONAL PROVISIONS**

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

## **ARTICLE XII – NOTICES**

13.1 All notices or other communications given or required to be given under this Contract shall be in writing, and shall be deemed to have been given when hand delivered; or if delivered by mail, such notice shall be sent by registered or certified mail, return receipt requested, first class, postage prepaid, and shall be deemed to have been delivered or received on the fifth (5th) day following the deposit of such in the United States mail.

All notices required hereunder shall be addressed as follows:

If to School Board:

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

If to Contractor:

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

**ARTICLE XIV – MISCELLANEOUS PROVISIONS**

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

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

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

APPROVED:

[CONTRACTOR]

SCHOOL BOARD OF THE CITY OF RICHMOND

By:  
[Typed Name]  
[Title]

By:  
[Typed Name]  
[Title]

Date

Date

Attest:  
(Seal)  
(If a corporation)

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

## **EXHIBIT I – SCOPE OF WORK**

The Contractor shall provide \_\_\_\_\_ services in accordance with RFP# - \_\_\_\_- to Richmond Public Schools (“RPS”) unless otherwise terminated or extended in accordance with the terms of this Contract.

## **EXHIBIT II - PROPOSAL**

The Contractor shall provide services as outlined in Exhibit 1 in accordance with its proposal dated \_\_\_\_\_, and as modified by the attached Memorandum of Understanding.

## **EXHIBIT III - PAYMENT**

For services provided as described in Exhibit I above, RPS shall pay the Contractor [as follows].

## **EXHIBIT IV – ADDITIONAL PROVISIONS**

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

### **PAYMENT**

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the School Board for work performed by the subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under this Contract; or

b. Notify the School Board and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

2. The Contractor shall provide its federal employer identification number to the School Board.

3. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the School Board for work performed by the subcontractor under this Contract, except for amount withheld as allowed in subdivision 1.b above.

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

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

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

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

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

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

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

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

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

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

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

#### **DRUG-FREE WORKPLACE**

1. 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

2. Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Drug-free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **EXHIBIT V CERTIFICATE FOR CRIME AGAINST CHILDREN**

Attached hereto and incorporated by reference.

#### **EXHIBIT VI CERTIFICATE OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES**

Attached hereto and incorporated by reference

## **Attachment E - Pricing Schedule**

Offeror shall complete and submit as part of its proposal response.