

REQUEST FOR PROPOSALS

Richmond Public Schools
DIVISION OF PURCHASING

2907 North Boulevard
Richmond, VA 23230-4391

Proposal No.:
08-6072-11
Date:
Dec. 2, 2008

Sealed proposals will be received at the above office until, **but not later than, 2:30 p.m., December 19, 2008** for furnishing the following supplies and/or services, for delivery F.O.B. Richmond, Virginia.

Silvester Howell, M.S., CPPB
Silvester Howell, Manager of Procurement and Control

Ronald S. Carey
Asst. Superintendent of Administration & Support Services

Commodity or Description of Services

Your firm is hereby invited to submit a sealed proposal to provide **Professional Architectural and Engineering Services to Design an Elevator/Addition at Fox Elementary School** to meet the needs of Richmond Public Schools in accordance with specifications contained herein.

Richmond Public Schools reserves the right to accept or reject any or all proposals or any part thereof.

Richmond Public Schools reserves the right to award multiple contracts to more than one Offeror, in part or in whole, whichever is deemed to be in its best interest.

Offerors must **clearly** identify any information considered by the offeror to be confidential. However, offerors shall invoke the protection of this data or other materials prior to or upon submission of such data or material, and state the reasons why protection is necessary.

It is RPS' goal to have the Construction Phase completed by August 28, 2009.

Any contract resulting from this solicitation may be extended to the City of Richmond or any public agency or body in, but not necessarily limited to, the Central Virginia area to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specification of this solicitation. The successful contractor shall deal directly with each agency in regard to order placement, delivery, invoicing and payment.

In compliance with the above Request for Proposals and subject to all the terms and conditions thereof, the undersigned offers, and agrees, if this proposal is accepted within ___ calendar days from the date of the receipt of proposals, to furnish any or all of the items and/or services, delivered to the point specified.

Offeror	Address	Phone
		Fax
Signature (Written and Typed or Printed)	Email Address:	
	Date	Federal ID #

(THIS FORM MUST BE SIGNED)

REQUEST FOR PROPOSALS 08-6072-11
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
TO DESIGN AN ELEVATOR/ADDITION
AT FOX ELEMENTARY SCHOOL

SECTION I

1.0 PURPOSE

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from Professional Architect & Engineer to assist the Department of Plant Services and ADA Coordinator with the design of an elevator/addition at Fox Elementary in accordance with the Scope of Services, and Terms and Conditions identified herein.

2.0 SCOPE OF SERVICES

The Professional Architect & Engineer shall be responsible for preparing documents to design the project at Fox Elementary. The project includes an independent, 3-story masonry baring wall and steel framed addition to the existing historic school. The 4050 ± SF three story addition will house a new accessible building entrance, stairwell, and elevator. The design must meet the Virginia State Department of Education Standards, The Americans with Disabilities Act Accessibility Guidelines (ADAAG), all Building codes, the USBC codes and the Construction Practices Standards of Richmond Public Schools. The final work product shall be a complete set of contract documents describing the entire work and suitable to be bid upon by general and/or specialty contractors. The Architect & Engineer selected for this project must submit in writing a proposal outlining their services and fees prior to any work being performed. The Architect & Engineer may visit the school at 2300 Hanover Avenue, Richmond, VA 23230 during normal school hours and report to the front office.

3.0 Proposal Schedule

- | | | |
|----|---|--------------------------|
| A. | Release RFP to Offerors: | <u>December 8, 2008</u> |
| B. | Proposal Due: | <u>December 19, 2008</u> |
| C. | Approximate Contract date or
Notice to Proceed | <u>January 12, 2009</u> |
| D. | Schedule of Work: | |

1. Richmond Public Schools intends to award a contract or provide notice to proceed to the Architectural & Engineering firm selected for the project by January 12, 2009.

2. Architectural & Engineer firm selected are to coordinate with the Plant Services Department and the ADA Coordinator on scope and completing of project as required.

- E. February 2, 2009 – Submit to RPS detailed schematic design drawings
- F. February 13, 2009 – Submit to UDC for the March 5, 2009 scheduled meeting
- G. February 23, 2009 – Submit to RPS preliminary construction documents (50%)
- H. March 16, 2009 – Submit to RPS preliminary construction documents (90%)
- I. March 23, 2009 – Submit to UDC for the April 9, 2009 scheduled meeting
- J. March 30, 2009 – Submit to RPS complete construction documents (100%)

The firm selected must adhere to and be prepared to present the project design to the Richmond Urban Design Committee (UDC) at the scheduled meeting dates:

**MEETING SCHEDULE
2009**

2009 SUBMITTAL DEADLINE		2009 MEETING SCHEDULE
February 13	for the	March 5
March 23	for the	April 9
April 20	for the	May 7
May 18	for the	June 4
June 22	for the	July 9
July 20	for the	August 6
August 24	for the	September 10
September 21	for the	October 8
October 19	for the	November 5
November 20	For the	December 10

Regular meetings are scheduled for the Thursday after the first Monday of each month at 10:00 a.m. in the fifth floor conference room of City Hall. Special meetings are scheduled as needed. The regular deadline for filing new applications may be adjusted to accommodate holidays.

In addition, the firm selected must be prepared to present at the subsequent follow-up City Planning Commission (CPC) Committee meetings for any requested information from the UDC meetings. Those meetings are usually the 1st and 3rd Mondays of each month at 1:30 p.m.

4.0 PROPOSAL REQUIREMENT

Each proposal submitted pursuant to this Request for Proposal shall include at a minimum the following:

- A detailed review of the offeror's qualification. Years of experience and professional training must be provided.
- Provide the name of the company who will be providing services.
- A listing of contracts under which similar services were performed or undertaken within the past twelve months, and a listing of references which may be contacted by the School Division.
- A detailed proposal explaining the procedures needed as well as information on other services which would be provided.
- The timeframe needed to complete this project

5.0 EVALUATION CRITERIA

Proposals will be evaluated based on the criteria listed below. No other factors will be considered.

- Experience in design of projects similar in scope and familiar with the requirements of ADAAG guidelines.
- Qualification of personnel assigned to the project.
- Basic understanding of the scope of work, Familiarity of RPS, the City of Richmond and knowledge of RPS facilities.
- Ability of Architect & Engineer project team to perform the work in the required time frame
- Minority Business Participation

6.0 PROPOSAL INSTRUCTIONS

These instructions describe the format for the proposal. The proposal shall follow this outline in order to provide the evaluation committee with a clear, complete program proposal. This information will be considered the minimum necessary for a complete proposal.

7.0 SUBMISSION

Offerors shall follow the instructions contained in this Request for Proposals and supply all information as requested. Proposals not conforming to this Request for Proposals or failing to comply with these instructions may be categorized as nonresponsive, and thereby disqualified. Additionally, proposals that repeat the language of this solicitation without further development will be considered nonresponsive.

The proposal will be concise, typed and bound neatly. An **original, so marked, and seven (7) copies** signed by the offeror's contractual binding authority, must be received no later than 2:30 p.m., prevailing time, on December 19, 2008. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

All proposals must be sealed and labeled (on the outside of sealed container) to show the following:

- a. Proposal for Professional Architectural & Engineer Services- Elevator/Addition at Fox Elementary School
- b. Name of Offeror
- c. Address of Offeror
- d. RFP Number (see cover)
- e. Receipt and Closing Date (see cover)

All proposals are to be addressed and delivered to:

Silvester Howell, Manager of Procurement and Control
Richmond Public Schools
Division of Purchasing
2907 North Boulevard
Richmond, Virginia 23230-4391

- 8.0 Closing Date: To be considered, a proposal must arrive at the issuing office on or before December 19, 2008. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Offerors must submit a complete response to this Request for Proposals (RFP), using the format outlined. No other distribution of proposals will be made by the Offeror. Materials or information received from a prospective Contractor as a result of a request of RPS shall not be considered a violation of this paragraph.
- 9.0 Inquiries: All inquiries concerning clarification of this RFP may be made in writing no later than five (5) days prior to the closing date to Silvester Howell, 2907 North Boulevard, Richmond, VA 23230-4391, faxed to (804) 780-6151 or emailed to showell@richmond.k12.va.us. Inquiries that are pertinent to all solicited Offerors will be answered by addenda to all solicited Offerors.
- 10.0 No Contact: Any contract with any Richmond Public School Board Member or representative or employee, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your company from this procurement.
- 11.0 Contractual Obligation: The proposal submitted by the selected contractor shall become an attachment to the contract or agreement signed by the Richmond Public Schools and the selected firm. Price quotations and other time-dependent information contained in the proposals must be valid for a minimum of sixty (60) days from the closing date of this RFP. Negotiations may be undertaken with Offerors whose proposals show them to be qualified, responsible, and capable of performing the work in accordance with stated criteria.
- 12.0 Multiple Proposals: An Offeror may submit more than one proposal. At least one of the proposals must be complete and must comply with all of the instructions contained

in this RFP. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.

13.0 EVALUATION AND SELECTION PROCESS

- A. Opening of Proposals – At the designated time and date, the Division of Purchasing (Richmond Public Schools) shall open and list the proposals for the record. This is not a public opening Responses received after the due date in the cover letter shall be returned unopened.
- B. Evaluation – During the evaluation phase, proposals are reviewed by the Evaluation Committee to determine which proposals address all the requirements of this RFP and to technically review the proposals. Proposals determined to be technically non-responsive or not as responsive as other proposals, are eliminated at this point.
- C. Interview - The Offeror who appears most capable of providing the service that can best satisfy the needs of Richmond Public Schools, based on the evaluation criteria described above may be required to give an oral presentation of their proposal, at the discretion of Richmond Public Schools. Oral presentations may or may not be conducted.

14.0 GENERAL SELECTION CRITERIA

After receipt of proposals, a Selection Committee will use the following evaluation criteria and weighting factors in selecting the firm(s) for further individual discussion:

Criteria Weight

1. Experience in design of projects similar in scope and familiar with the requirements of ADAAG guidelines	20%
2. Qualifications of personnel assigned to the project	20%
3. Basic understanding of the scope of work, familiarity of RPS, the City of Richmond and knowledge of RPS facilities.	20%
4. Ability of Professional Architect & Engineering team to perform the work in the required time frame.	20%
5. Minority Business Participation Form (Attachment A)	20%
Total	<u>100%</u>

The Vendor who appears most capable of providing a service that can best satisfy the needs of Richmond Public Schools, based on the evaluation criteria described above will be selected as finalists for further evaluation. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation may or may not be conducted. Therefore, proposals should be complete. Richmond Public Schools reserves the right to award multiple contracts to more than one Offeror, in part or in whole, whichever is deemed to be in its best interest.

MINORITY BUSINESS PARTICIPATION

It is the policy of RPS to encourage minority participation in all contracts. To implement this policy, RPS encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services. Up to 20 points will be given to those proposals that have the most substantial degree of minority business enterprise participation. We have attached a Minority Business/Participation Commitment Form. You must complete this form to indicate the percentage of minority participation for this RFP.

The completed form must accompany the proposal or you shall forfeit the 20 points available for minority participation.

SECTION II

SCHOOL BOARD TERMS AND CONDITIONS

2.1 REJECTION OF PROPOSALS

Richmond Public Schools reserves the right to reject any and all proposals. The Richmond School Board reserves the right to negotiate with the selected Offeror(s) in order to best serve the needs of the School Board, in respect to both cost-effectiveness as well as providing the requested services.

2.2 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal laws, the laws of the Commonwealth of Virginia, and the policies of the School Board of the City of Richmond, Richmond Public Schools does not discriminate on the basis of sex, race, color, age, religion, disability, or national origin in the provision of employment and services. Richmond Public Schools operates equal opportunity and affirmative action programs for students and staff. Richmond Public Schools is an equal opportunity/affirmative action employer.

2.3 FAITH BASED ORGANIZATION

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

2.4 ADVERTISING

It is understood and agreed that, in the event a contract is awarded for the services included in this proposal, no indications of such services to the Richmond Public Schools will be used in any way in product literature or advertising unless with written approval of the Richmond School Board.

2.5 AWARD

Proposals will be evaluated and an award will be made to the Offeror who best meets the qualifications set forth in the RFP in accordance with the provisions of the Code of Virginia, Virginia Public Procurement Act. Award of contract shall be at the sole discretion of Richmond Public Schools. Such award shall be based upon the evaluation of all requested information. Richmond Public Schools reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the process. Further, Richmond Public Schools reserve the right to enter into any contract deemed to be in the best interest of the School division.

Richmond Public Schools is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

2.6 STANDARD CONTRACT

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

2.7 AVAILABILITY OF FUNDS

It is understood and agreed between parties to any agreement resulting from this proposal that the School Board shall be bound thereunder only to the extent of funds available for the purposes of this agreement.

2.8 BOND

Richmond Public Schools reserves the right to require the successful Offeror to furnish a performance bond in the amount of contract before award of contract. If no bond can be furnished by the successful offeror, Richmond Public Schools reserves the right to negotiate a contract with the next Offeror.

2.9 CANCELLATION

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

2.10 TERMS OF CONTRACT

The terms of the contract shall be for a period of one (1) year.

2.11 OPTION TO RENEW

It is further understood and agreed that a resulting contract may be extended by mutual consent and written notice sixty (60) days prior to the expiration of the resulting one (1) year contract. The School Board and the contractor may, in writing, one to the other, mutually agree to extend such contract for a period of one (1) year.

2.12 INSURANCE

The successful Offeror(s) must furnish to the School Board evidence of its professional liability insurance with limits of \$1,000,000 for each occurrence.

The Offeror(s) also 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 its errors, omission, or negligent acts in the performance of services under this contract. The Offeror(s) 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 its intentional failure to perform pursuant to the terms and conditions of this contract.

2.13 INVOICING

The successful Offeror(s) shall submit itemized invoices in duplicate itemizing the work performed and containing the Purchase Order number assigned.

2.14 ASSIGNMENT

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.

2.15 ANTI-COLLUSION CLAUSE

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

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the State Attorney General for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Richmond Public Schools has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or Corporation other than the Offeror, have, or are, interested in this proposal.

2.16 VIRGINIA PUBLIC PROCUREMENT ACT/NONDISCRIMINATION CLAUSE

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

During the performance of this solicitation/offeror, agrees as follows:

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

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

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

The Offeror will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each vendor.

2.17 APPLICABLE LAW

The contract shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2.18 LAWS AND REGULATIONS

Offeror attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, including all rules and regulations of all authorities having jurisdiction over the project shall apply to the contract. They will be deemed to be included in the contract the same as though herein written out in full. Offeror must possess all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. If the Offeror is a corporation, Offeror further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

2.19 NOTICES

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals.

To Richmond Public Schools: Purchasing Officer.

To Successful Offeror: Manager as defined in successful Offeror proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

2.20 DRUG FREE WORKPLACE

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

- Provide a drug-free workplace for the Offeror's employees.
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
- Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each vendor.

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

2.21 HOLD HARMLESS – INDEMNIFICATION

It is understood and agreed that contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the contractor, or its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Contractor agrees to indemnify and hold harmless Richmond Public Schools and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by contractor or those for whom contractor is legally liable. Upon written demand by Richmond Public Schools, contractor shall assume and defend at contractor's sole expense any and all such suits or defense of claims made against Richmond Public Schools, or its agents, volunteers, servants, employees or officials.

2.22 ADA COMPLIANCE

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Purchasing Officer no later than five (5) business days prior to the meeting at (804) 780-7185. If you are hearing or speech impaired, please contact the agency by calling the Americans with Disability Act Office TTY line at (804) 780-6226.

2.23 CERTIFICATION OF CRIME AGAINST CHILDREN

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

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification

reference above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

2.24 CERTIFICATION OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES

To the extent that neither Contractor nor any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the School Board or RPS, Contractor shall reveal such relationships to the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as **Exhibit V** and submit the certification contemporaneously with this executed Contract.

2.25 Unauthorized Aliens

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

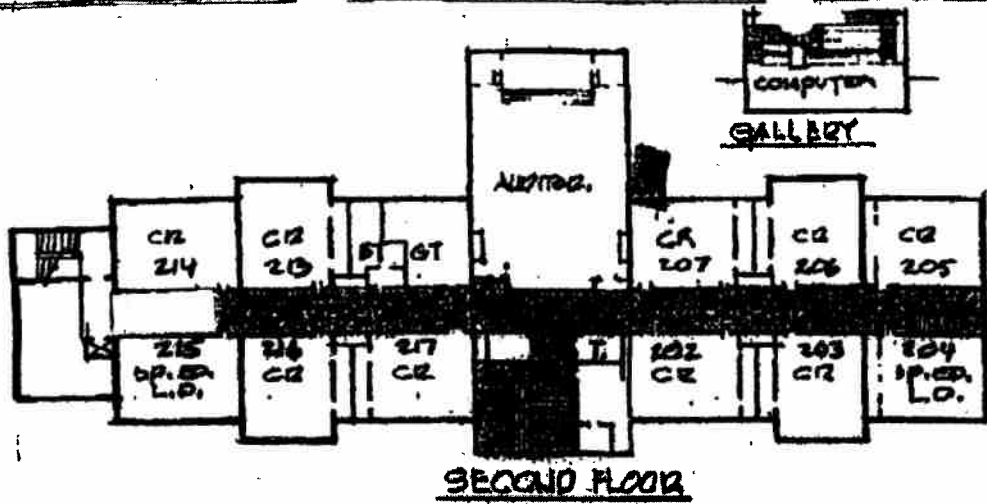
2.26 Audits

RPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to any resulting contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the contractor, including, but not limited to those kept by the contractor, its employees, agents, assigns, successors and subcontractors. The contractor shall maintain such books, and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least three (3) years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to RPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at the contractor's office or place of business in Richmond, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Richmond, Virginia, which is convenient for RPS. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which RPS may have by state, RPS, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

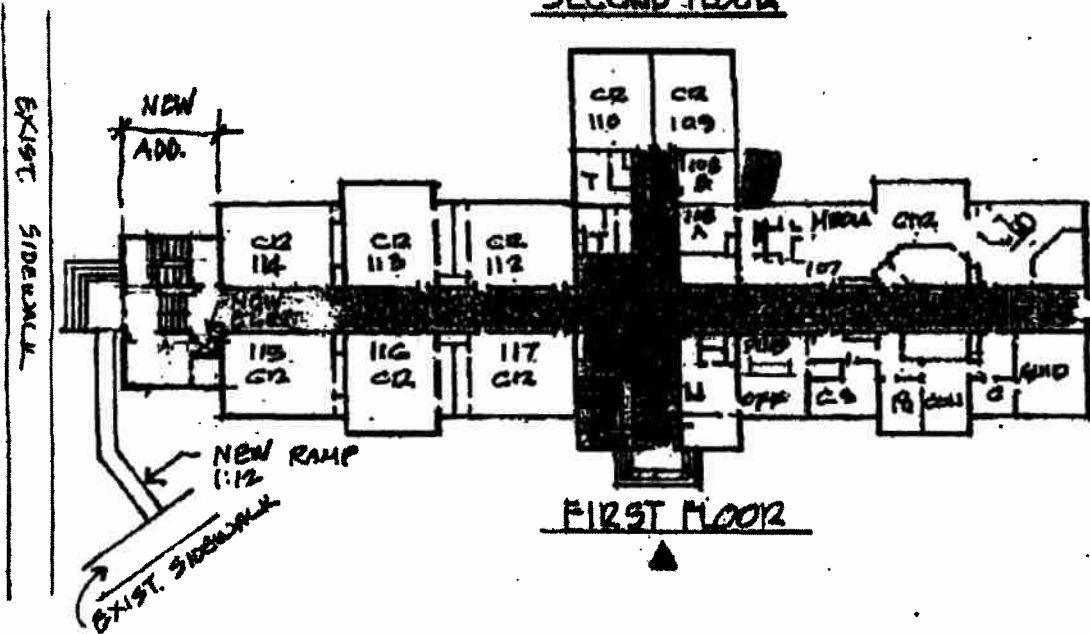
EXHIBIT ONE

Addition at Fox Elementary: Develop all necessary documents, drawings and specifications for ADA Construction projects to be accessible under the Virginia State Department of Education Standards, ADAAG Guidelines, all Building codes, the USBC codes and the Construction Practices Standards of Richmond Public Schools.

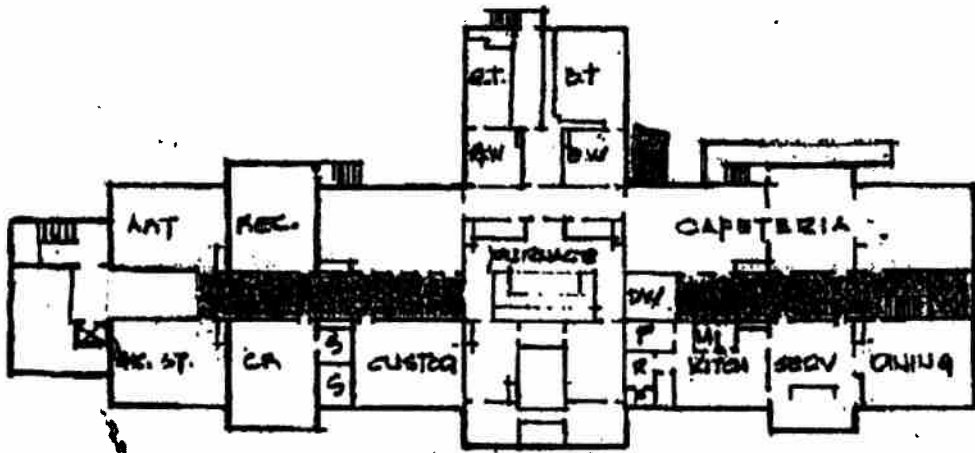
Please see attached drawings.



SECOND FLOOR



FIRST FLOOR



BASEMENT

WM. FOX SCHOOL
 2222 HANOVER AVE
 GUALT
 11.50.00

1.31.97
 2.16.99

DESIGN ALT. # 2



MINORITY BUSINESS/PARTICIPATION COMMITMENT FORM

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

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

A.	Names and Addresses of Minority Firms	Nature of Work for Participation in This Contract	Percent
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
			(Total)

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

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

Contractor

Name of Authorized Officer

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

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

WITNESSETH:

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

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMMENCEMENT AND COMPLETION

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

ARTICLE III - PAYMENT

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

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

- 3.3 The Contractor shall submit three (3) copies of an invoice which shall contain:
- a. Details and dates of services rendered;
 - b. School Board's Purchase Order Number.

ARTICLE IV - ABANDONMENT AND TERMINATION

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

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

4.3 Should the School Board abandon the services to be performed herein, or terminate this Contract, the School Board shall be liable only to the extent of satisfactory completion of the work by the Contractor through the time of abandonment and upon delivery of completed or partially completed work to the School Board. The School Board shall have the full right to use

such work in any manner which it may designate where it may determine in its sole discretion, and without claim on the part of the Contractor for any additional compensation.

ARTICLE V - ASSIGNMENTS

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

ARTICLE VI - RESPONSIBILITIES OF THE CONTRACTOR

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

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

"Unlawful employment practices - Employer practices

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

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

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

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

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

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

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

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

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

the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as **Exhibit V** and submit the certification contemporaneously with this executed Contract.

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

6.8 The School Board and authorized representatives shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. The Contractor shall maintain complete and accurate records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract, including any and all renewals hereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, within five (5) business days to the School Board, through its agents, representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business in Richmond, Virginia. In the event that no such location is available, then the books and records shall be made available for audit at a time and location in Richmond, Virginia, which is convenient for Richmond Public Schools. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which the School Board may have by its policies and local, state or federal statute, ordinance, resolution, regulation or agreement, whether those rights, powers or obligations are express or implied.

ARTICLE VII - RESPONSIBILITIES OF THE SCHOOL BOARD

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

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

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

ARTICLE VIII - SEVERABILITY

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

ARTICLE IX - TAXES

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

ARTICLE X - INDEMNIFICATION

10.1 Indemnification

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

10.2 Insurance

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

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

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

ARTICLE XI - COMPLIANCE WITH LAWS

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

ARTICLE XII - ADDITIONAL PROVISIONS

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

ARTICLE XIII - NOTICES

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

All notices required hereunder shall be addressed as follows:

If to School Board:

Manager of Procurement and Control
Richmond Public Schools
2907 North Boulevard
Richmond, Virginia 23230-4391

If to Contractor:

ARTICLE XIV - MISCELLANEOUS PROVISIONS

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

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

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

APPROVED:

Contractor

SCHOOL BOARD OF THE CITY OF RICHMOND

By: _____

By: _____
Asst. Superintendent for Administration and Support Services

Date

Date

Attest: _____
(Seal) (If a corporation)

EXHIBIT I

SCOPE OF SERVICES

The Contractor shall provide _____ services in accordance with RFP# ___ - ___ - ___ to Richmond Public Schools (“RPS”) for the period _____ through _____, unless otherwise terminated or extended in accordance with the terms of this Contract.

EXHIBIT II

PAYMENT

For services provided as described in Exhibit I above, RPS shall pay the Contractor as outlined in _____ in accordance with Article III-Section 3.3.

Additional Provisions

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

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the School Board for work performed by the subcontractor under this Contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under this Contract; or
 - b. Notify the School Board and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
2. The Contractor shall provide its federal employer identification number to the School Board.
3. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the School Board for work performed by the subcontractor under this Contract, except for amount withheld as allowed in subdivision 1.b above.
4. Unless otherwise provided under the terms of this Contract, such interest shall accrue at the rate of one percent (1%) per month.
5. The Contractor shall include in each of its subcontracts a provision requiring each subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

EXHIBIT III

OPTION TO RENEW

It is further understood and agreed that this Contract may be extended by mutual consent thirty (30) days prior to the established expiration date. Richmond Public Schools and the Contractor may, in writing, one to the other, mutually agree to extend such contract for a period of one (1) year.

EXHIBIT IV

CERTIFICATE FOR CRIME AGAINST CHILDREN

Attached hereto.

EXHIBIT V

CERTIFICATE OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC SCHOOLS EMPLOYEES

Attached hereto

EXHIBIT IV

**CERTIFICATION
OF
CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this contract requires Contractor Contractor's employees or other persons within Contractor's control to have direct contact with Richmond Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) _____

Contractor

Date

By: _____

Name: _____

Title: _____

EXHIBIT V

**CERTIFICATION
OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC
SCHOOLS EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools ("RPS").

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools.

The following individuals currently maintain a *financial* relationship with Contractor:

RPS/School Board Employee's Name: _____

Position with RPS/School: _____

Nature of Relationship: _____

The following individuals currently maintain a *familial* relationship with Contractor:

RPS/School Board Employee's Name: _____

Position with RPS/School: _____

Nature of Relationship: _____

Contractor
By: _____

Date

Name: _____

Title: _____