



REQUEST FOR PROPOSALS

RFP AND CONTRACT DOCUMENTS

**AFTER-SCHOOL AND CAREER ENRICHMENT
PROGRAM FOR SHELBURNE MIDDLE SCHOOL**

RFP# B00226

FEBRUARY 20, 2026

STAUNTON CITY SCHOOLS

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REQUEST FOR PROPOSALS

TITLE: AFTER-SCHOOL AND CAREER ENRICHMENT PROGRAM FOR SHELburne MIDDLE SCHOOL
RFP #: B00226
RFP DUE DATE: MARCH 16, 2026
OPTIONAL CONFERENCE: YES

PURPOSE

The Staunton City School Board (Staunton City Schools) is seeking proposals from qualified organizations for an after-school academic and career connection program, including, but not limited to, all phases of programming itemized below in Sections III Description of Work and IV Scope of Services for Shelburne Middle School.

INQUIRIES CONCERNING THE RFP

Any questions regarding the specifications for this Request for Proposals (RFP) should be directed, in writing, to:

Stephanie Haskins
Asst. Superintendent for Instruction
shaskins@staunton.k12.va.us

Written inquiries are due by no later than 4:00 p.m. March 2, 2026.

RFP SCHEDULE

There are several dates that are important in the current RFP process. Be advised that all dates are a projection and not guaranteed:

ESTIMATED PROJECTED TIMELINE FOR PROJECT:

RFP Posted	February 20, 2026
Questions & Answers Due	March 2, 2026 @ 4:00 p.m.
Q&A Responses & Addenda Posted	March 5, 2026
RFP Due	March 16, 2026 @ 2:00 p.m.
Services Begin	May 2026
Services Complete	June 2027

RFP SUBMISSION FORMATS

This RFP is a request for a sealed proposal; therefore, proposals may be submitted electronically through the eVA system, or they may be submitted by non-electronic means (paper submissions) outside of the eVA system.

The Purchasing Office will NOT accept oral proposals or proposals received by E-mail, telephone,

or fax.

Sealed proposals, whether electronic or paper, will be received not later than **2:00 p.m. on MARCH 16, 2026**, with proposals received by that time opened at 2:00 p.m. at Staunton City Hall, Finance Department.

1. Paper Submissions

- A. All paper proposals submitted by **any delivery services (UPS, FedEx, etc.), US Postal Service, or hand-delivered** shall be timely delivered to:

ATTN: Chad M. Horvat
City of Staunton
Finance Office (3rd Floor)
116 W. Beverley Street
3rd Floor - Finance Department
Staunton, VA 24401
540-332-3819

**PROPOSALS RECEIVED
AFTER THE DATE AND TIME SPECIFIED
WILL BE REJECTED**

Office Hours

Monday through Friday, 8:00am to 5:00pm.

- B. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on flash or thumb drive) of the proposal documents.
 - i. If proprietary/confidential information is included in the proposal, it shall be identified **CONSPICUOUSLY** using **Attachment A**, and
 - ii. Offeror is required to submit a redacted paper copy of the proposal in addition to the required number of proposal copies and,
 - iii. A redacted copy shall also be provided in electronic PDF format on the thumb drive. All electronic copies shall be an exact image of PDF scanned copies of the original, signed, completed documentation.
- C. The proposal and any other required documents shall be enclosed in a sealed opaque envelope or box. The envelope containing the proposal shall be sealed and marked with the title and due date of the proposal. **RFP # B00226 – AFTER-SCHOOL AND CAREER ENRICHMENT PROGRAM FOR SHELburne MIDDLE SCHOOL** and be accompanied by complete specifications for the items offered.
- D. Proposals should also clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual) on the outside of the packaging.
- E. No responsibility will attach to the Staunton City Schools or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.
- F. Official received time for proposals shall be determined by the time stamp affixed in the City of Staunton Finance Department at the time of receipt. Offerors are responsible for

ensuring that their proposals are stamped by Finance Department personnel by the deadline indicated.

- G. All expenses for making the proposal to Staunton City Schools shall be borne by the Offeror.
- H. An authorized representative of the Offeror **shall sign the Proposal as well as any other required attachments.**
- I. All proposals shall be either typewritten or filled in with ink in order to be considered.

2. Electronic Submissions via the eVA System

- A. Electronic sealed proposals will be accepted **ONLY** through the eVA system. Proposals delivered electronically by any method outside of the eVA system WILL NOT be accepted.
- B. Prior to the due date, Offerors should:
 - i. Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) to check for any updates, changes, amendments, cancellations, etc., and to ensure receipt of all Solicitation attachments and document to be completed and submitted; and;
 - ii. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Offeror's electronic submission.
- C. Electronic proposal submission with all required documents attached is required and submission as one singular PDF formatted document is preferred.
- D. Offerors must submit one (1) complete copy of the proposal and all required documents and/or attachments.

eVA Specific Submission Instructions:

Offerors must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

- 1) Go to www.eva.virginia.gov;
- 2) Click on "I Sell To Virginia";
- 3) Click on "eVA Supplier Training"; and
- 4) Click on "Viewing and Responding to Solicitations Video".
- 5) If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

INTRODUCTION

Staunton City Schools (SCS), a Virginia public school division located in Staunton, Virginia, is seeking proposals from qualified organizations for an after-school academic and career connection program including, but not limited to, background experience with adolescent, middle school students, Virginia curriculum knowledge, instructional design that connects career and curriculum, and planning and management expertise for instructional programs.

SCS also reserves the right to complete, at any time during this Project, any portion(s), phases(s), or aspect(s) of the Project itself or by using more than one educational agency during any portion(s), phases(s), or aspect(s) of the Project. SCS may exercise its rights hereunder without having to reissue a RFP.

COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation, in accordance with the Code of Virginia § 2.2-4302.2. This RFP indicates, in general terms, the nature of the program and services being sought for the Project. Each Offeror is to submit the proposal(s) that an Offeror believes would best suit the needs of SCS for this Project.

The specific requirements for the contents of the proposals are contained in this RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of SCS for this Project.

DESCRIPTION OF WORK

The after-school and career connections project has an intended goal of increasing student achievement, developing a meaningful connection to school, and positively impacting affects towards school and education at Shelburne Middle School. In addition to a reading and math academic learning focus, a component of the program would include partnering with community agencies for a career development component for the program and utilize outdoor learning experiences to help students both engage in and make meaning through hands-on applications of academics and career.

Goals of the program include:

- Increasing student enjoyment in school through social/emotional connections and increased academic success
- Increasing student growth and achievement in reading, math, and science, particularly for students with disabilities
- Increase attendance rates for students attending the program

SCOPE OF SERVICES – ANNUAL CONTRACT RENEWAL

Deliverables for the project include the following:

1. Operation dates/times:
 - a. School Year: September - May (4 days per week - 2 hours after-school: 3:40-5:30)
 - b. Summer: June (5 days a week - afternoon career extension: 11:30-2:00)
2. Approximate number of students: 50-75 students

3. Maximizing learning time: A primary goal of the program is increased academics. Schedule must demonstrate that the time in the program is maximized for learning.
4. On-site staff member throughout the school day (beyond times of the program), a minimum of 2 days per week.
5. Ensure adequate program staff: Staff for the program could include:
 - a. Supervising staff
 - b. Qualified teachers (tutors)
 - c. Career-focused staff
6. Recruiting of students: Collaborate with school staff to actively recruit students for the program.
7. Ongoing data monitoring: Maintain and use school and other data sources to monitor student's academic progress while in the program.
8. Family Engagement: Evidence of actively involving families in the program to showcase learning as well as provide instructional sessions.
9. Partnership with regular meetings: We value collaboration on this project. It involves the school and organization actively working together with regularly scheduled meetings, etc.
10. Community career connection: Collaborate with community agencies to recruit career connection opportunities that align with academics and post-secondary pathways.
11. The school division has already purchased some supplies for the program. Any additional supplies would be the responsibility of the awarded organization.

GENERAL REQUIREMENTS

1. To be considered for selection, offerors must submit a complete response to this RFP. Failure to submit all information requested may result in the rejection of the incomplete proposal.
2. Offerors must address and provide each item in Scope of Services.
3. Any costs or expenses of any kind incurred by an offeror in preparing or submitting proposals are the offeror's sole responsibility; SCS will not reimburse any offeror for any costs or expenses incurred as a result of the preparation of this RFP.
4. Proposals should be as thorough and detailed as possible so that the SCS may properly evaluate the capabilities of respective firms to provide the required services. Offerors are required to submit the following items for a complete proposal:
 - a. A statement of the offeror's understanding of the work to be performed.
 - b. Information as to the offeror's background and experience relative to these services being requested.
 - c. A listing of three (3) previous clients who may be contacted as references, for whom similar services of similar scope have been provided within the last five (5) years.
 - d. Information as to the size and organizational structure of the offeror's firm.
 - e. A list of proposed Project team members to include resumes identifying the type of professional personnel that will be employed to perform the contract. Resumes should

describe the experience, education, background, specific or technical accomplishments and any special qualifications applicable to contract performance.

- f. Number, type and value of current projects and effect of these on offeror's ability to provide services as required during the contract.
- g. Evidence of past performance relative to ability to complete projects on schedule and within estimated costs.
- h. Listing of any other special experience and qualifications relative to this Project desired by the offeror.

CRITERIA FOR PROPOSAL EVALUATION

1. An evaluation committee will review all proposals. Following the completion of initial evaluation, the committee may interview a limited number of firms and negotiate a contract with the firm(s) believed most capable of providing the required services.
2. The following criteria will be utilized in evaluating proposals:

Evaluation Criteria	Points
Specific plans or methodology to be used to perform required services	25
The ability, capacity and skill of the offeror to provide the services required within the times specified	25
Experience in performing similar services for other K-12 school districts, including particularly in Virginia, and qualifications of personnel assigned to perform the services	25
Overall quality, clarity, and completeness of the proposal	10
Complete cost of the after-school and career connection project for the dates described	15
TOTAL	100

METHOD OF AWARD

- A. All aspects of each proposal submitted will be considered. This RFP does not commit SCS to award a contract or to pay costs or expenses incurred in the preparation of responses to this RFP. SCS reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new RFP, or make modifications, corrections, or additions to the information contained herein. Offerors are cautioned this is a RFP, not a request for contract.
- B. SCS reserves the right to award a single, or multiple contracts for specific services and to negotiate additional services of a similar nature with the successful offeror(s).
- C. Following evaluation of the written proposals as submitted, presentations may be held prior to selection. The opportunity to present shall be made to two or more Offerors deemed to be

fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, or more.

- D. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and Staunton City Schools shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If, after negotiations have been conducted with the top-ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations will begin with the firm ranked number 2.
- E. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process, should the Staunton City Schools 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.
- F. Notice of Award will be posted on the City's website (www.ci.staunton.va.us) and on the eVA website.

CONTRACT TERM

The initial term of this contract shall be for one year from the date of contract signing, with the option to renew for up to four additional one-year terms upon mutual consent of the parties.

OFFEROR INFORMATION FORM**Business Identification**

BUSINESS/COMPANY NAME:	
STREET ADDRESS:	
MAILING ADDRESS:	
CONTACT PERSON:	
TITLE:	
TELEPHONE NO.:	
EMAIL ADDRESS:	
REMITTANCE ADDRESS:	
BUSINESS ORGANIZED UNDER THE STATE LAWS OF:	
PRINCIPAL BUSINESS LOCATION:	
VA STATE CORPORATION COMMISSION IDENTIFICATION (VA SCC) NUMBER.:	VA SCC Number: ** If Offeror does not have a VA SCC Number, Offeror must refer to Procurement Guidelines Item 26.2. and shall provide the required documentation.
FEDERAL ID NUMBER:	
DUNS NUMBER:	

A. Qualifications and References

Has the business ever defaulted or failed to complete any public body contract:	No:	
	Yes- Explain:	
Is the entity or any of its principals currently debarred, disqualified or suspended from submitting responses to the City, or any other state, local or federal entities?	No:	
	Yes - Explain	
Type of work performed by this business:		
Number of years this business has been in operation:		
Number of employees:	Full time:	Part Time:
Business License:	Type:	Issued:

References:		
Offerors shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, a telephone number and/or an E-mail address.		
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail

B. Contractor / Subcontractor License Requirement

By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified. Furthermore, the contractor shall maintain the required license throughout the term of the contract. The contractor shall immediately notify the City in writing in the event the license has been revoked.

C. Contractor’s License

Class A contractor’s license required.

Contractor Name:			
License #:			
Type:		Class	
Issued		Expires:	

D. Conflict of Interests

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act. The business is aware of information bearing on the existence of any potential organizational conflict of interest.	YES, Explain Below
	NO

E. Collusion

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same goods and services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.	YES
	NO

F. Acknowledgement of Addendum Received

The undersigned warrants that it has received the following Addendum/Addenda for the Solicitation (Show date of Addendum).

AMENDMENT NO.	DATE	INITIAL

[Add more as needed]

Addenda issued during the bidding period will be incorporated into the Contract Documents.

G. Authorized Signature

By signing, Business certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.	
Authorized Signature:	Date:
Name (Printed):	Title:
Email Address:	Telephone Number:

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF RFPs:

- 1.1. In order for your Proposal, to receive consideration, it must be received prior to the specified time and date of opening as designated in the solicitation. E-mail and facsimile submittals are not acceptable.

2. SPECIFICATIONS

- 2.1. Offerors must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the Proposal, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the Proposal. Accordingly, to insure that sufficient information is available, the Offeror must furnish as part of his Proposal all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the Proposal.

3. BRAND NAMES

- 3.1. Unless otherwise provided in the Request for Proposals, the name of a certain brand, make, or manufacturer does not restrict Offerors to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall, in its sole discretion, determine whether the equipment proposed is the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Acceptance shall be based solely on the City's determination of suitability.

4. DELIVERY POINT:

- 4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the Proposal price. Failure to do so may be cause for rejection of Proposal. The Offeror shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

5. CASH DISCOUNTS:

- 5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

- 6.1. Offeror shall base the Proposal on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. CHARGES AND PAYMENTS

- 7.1. To Prime Contractor:

- 7.1.1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

- 7.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever

Procurement Guidelines

occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- 7.1.3. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- 7.1.4. The following shall be deemed to be 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.
- 7.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Staunton City Schools shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

7.2. Payment to Subcontractors:

- 7.2.1. An offeror awarded a contract under this solicitation is hereby obligated:
 - 7.2.1.1. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from Staunton City Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 7.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- 7.2.2. The offeror 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 offeror that remain unpaid thirty (30) days following receipt of payment from Staunton City Schools, except for amounts withheld as stated in (2) 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. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Staunton City Schools.

8. AUDIT

- 8.1. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9. TESTING AND INSPECTION

9.1. Staunton City Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

10. ASSIGNMENT OF CONTRACT

10.1. A contract shall not be assignable by the offeror in whole or in part without the written consent of Staunton City Schools.

11. DEFAULT

11.1. In case of failure to deliver goods or services in accordance with the contract terms and conditions, Staunton City Schools, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Staunton City Schools may have.

12. TAXES

12.1. Sales to Staunton City Schools are exempt from State and Federal sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as Staunton City Schools determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

13. INDEMNIFICATION

13.1. The Offeror agrees to indemnify, defend, and hold harmless Staunton City Schools and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

14. LIABILITY AND LITIGATION

14.1. The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

15. CONTRACTUAL CLAIMS

15.1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.

Procurement Guidelines

- 15.2. Any notice or claim shall be delivered to the City's Finance Business Manager, Third Floor City Hall, 116 W. Beverley Street, Staunton, VA 24401, and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested.
- 15.3. The City's Finance Business Manager shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Finance Business Manager by providing written notice to the City Manager, within 15 days of the date of the decision.
- 15.4. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice, and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act.

16. RESPONSIBILITY FOR PROPERTY

- 16.1. The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

17. COPYRIGHTS

- 17.1. The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

18. OFFEROR'S PERFORMANCE

- 18.1. The successful Offeror agrees and covenants that its agents and employees shall comply with all City, State, and Federal laws, rules, and regulations applicable to the business to be conducted under the contract.

19. AWARDING THE CONTRACT

- 19.1. The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in RFPs submitted in response to this Request for Proposals when such waiver is in the best interest of the City.
- 19.2. Staunton City Schools shall endeavor to award the contract within thirty (30) days from receipt of RFPs. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results> and on the eVA procurement site.

20. DISCUSSION OF EXCEPTIONS TO THE RFP

- 20.1. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract

documents, the RFP shall control unless the contract documents explicitly provide otherwise.

20.2. Please identify in the proposal submission any “Exceptions to RFP”.

21. PUBLIC INSPECTION OF PROCUREMENT RECORDS

21.1. RFPs submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

21.2. Public inspection of certain records:

21.2.1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

21.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

21.2.3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of RFPs are completed but prior to award, except in the event that the City decides not to accept any of the RFPs and to reopen the contract. Otherwise, Proposal records shall be open to public inspection only after award of the contract.

21.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

21.2.5. Trade secrets or proprietary information submitted by an Offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the offeror or contractor shall

21.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,

21.2.5.2. identify the data or other materials to be protected, and

21.2.5.3. state the reasons why protection is necessary.

21.2.5.4. Offeror may not invoke this protection on the entire Proposal – only on those sections or data which are considered trade secrets or proprietary.

22. ETHICS IN PUBLIC CONTRACTING

22.1. By submitting their Proposal, all offerors certify that their Proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their Proposal, and that they have 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.

23. FORUM SELECTION

23.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

24. PROMPT PAYMENT ACT

24.1. Any contract awarded as a result of this Request for Proposals shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

25. REJECTION OF RFPS

25.1. The City reserves the right, at any time prior to award of the contract, to reject any and all RFPS, or any part thereof, to make no award, and/or to issue a new Request for Proposals, or make modifications, corrections, or additions to the information contained herein.

25.2. Offerors are cautioned that this is a Request for Proposals, NOT a request to contract.

26. COSTS FOR PROPOSAL PREPARATION

26.1. Any costs incurred by offerors in preparing or submitting RFPS are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposals.

27. APPROPRIATIONS

27.1. The obligations of Staunton City Schools are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either Staunton City Schools or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

28. ADDITIONAL FEDERAL GRANT PROVISIONS

28.1. When a contract is made using federal funding, the following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** (See end of document).

29. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

29.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC).

29.2. Any 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 proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

30. ANTITRUST

30.1. By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of 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 City under said contract.

31. QUALIFICATIONS OF OFFERORS

31.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

31.2. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

32. CANCELLATION OF THE CONTRACT

32.1. The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

33. AVAILABILITY OF FUNDS

33.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

34. SELECTION PROCESS/AWARD

34.1. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive offerors.

35. SAFETY AND OSHA STANDARDS

35.1. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

36. CONTRACT TERM

36.1. The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Request for Proposals.

Procurement Guidelines

- 36.2. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated.
- 36.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.
- 36.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Request for Proposals, and to reject any and all RFPs in total or by components.
- 36.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

37. SEVERABILITY

- 37.1. Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

38. PAYMENT

- 38.1. Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

39. COMPENSATION AND RECORD KEEPING

- 39.1. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "unit price" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

40. PERFORMANCE AND PAYMENT BONDS

- 40.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$500,000.

41. SOLICITATION ADDENDA

- 41.1. Prior to submitting their Proposal, it is the Offeror's responsibility to check the City website and/or eVA for any addenda associated with this Request for Proposals.

42. INSURANCE REQUIREMENTS

- 42.1. Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list Staunton City Schools as an additional insured.

43. CONTRACT TERMINATION

- 43.1. This contract will not be awarded to any vendor who has had a previous contract with Staunton City Schools terminated for substantial non-compliance within the last three (3) years.

44. DEBARMENT STATUS

44.1. By submitting their proposals, all offerors certify that they are not currently debarred from submitting proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting RFPs on contracts by any public body of the Commonwealth of Virginia.

45. CONTRACTOR UNDERSTANDING

45.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

46. SUBCONTRACTS

46.1. No portion of the work shall be subcontracted without prior written consent of Staunton City Schools. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

47. DRUG-FREE WORKPLACE

47.1. During the performance of this contract, the contractor agrees to:

47.1.1. provide a drug-free workplace for the contractor's employees;

47.1.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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;

47.1.3. 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

47.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

48. NON-DISCRIMINATION

48.1. During the performance of this contract, the contractor agrees as follows:

48.1.1. The contractor 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 contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Procurement Guidelines

- 48.1.2. 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.
- 48.1.3. 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.
- 48.1.4. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

49. SMALL & MINORITY BUSINESS & FAITH-BASED ORGANIZATIONS

- 49.1. The City does not discriminate against small and minority businesses or faith-based organizations.

50. PERMITS AND LICENSES

- 50.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

51. COOPERATIVE PROCUREMENT

- 51.1. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the Offeror, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

52. IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 52.1. During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

53. CERTIFICATION OF INTEREST & RELATIONSHIPS

- 53.1. The extent that either 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 City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto (**Attachment B**) and submit the certification contemporaneously with the executed Contract.

54. PROCUREMENT OF IMPORTED GOODS; FORCED AND INDENTURED CHILD LABOR PROHIBITION (VA Code § 2.2-4311.3)

- 54.1. For the purposes of this section, "forced or indentured child labor" means all work or service
 - 54.1.1. exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or

Procurement Guidelines

- 54.1.2. performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- 54.2. A public body that enters into a public contract for goods or services that exceeds \$10,000 shall include in such a public contract provisions
 - 54.2.1. prohibiting the use of forced or indentured child labor in the performance of the contract and
 - 54.2.2. requiring that the contractor include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor

55. CERTIFICATION OF CRIMES AGAINST CHILDREN

- 55.1. The offeror does and shall further certify that the offeror's directors, members, officers and 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, the offeror shall execute the certification attached hereto as **Attachment B** and submit the certification contemporaneously with an executed Contract.
- 55.2. 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. SCS shall not be liable for materially false statements regarding the certifications required under this Contract.

56. MODIFICATION & WITHDRAWAL OF PROPOSAL

- 56.1. An Offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by *41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - a. **Termination for Convenience.** Contract is terminated due to reasons known to SCS, i.e., program changes, changes in state-of-the art equipment or technology, insufficient funding, etc. Termination is utilized when the contractor is not in violation of the contract terms and conditions.
 - b. **Termination for Cause.** Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include re-procurement costs to be paid by the contractor.
3. Equal Employment Opportunity. Except as otherwise provided under *41 CFR Part 60*, all contracts that meet the definition of “federally assisted construction contract” in *41 CFR Part 60-1.3* must include the equal opportunity clause provided under *41 CFR 60-1.4(b)*, in accordance with Executive Order 11246, “Equal Employment Opportunity” (*30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339*), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at *41 CFR part 60*, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (*40 U.S.C. 3141-3148*). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (*40 U.S.C. 3141-3144, and 3146-3148*) as supplemented by Department of Labor regulations (*29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (*40 U.S.C. 3145*), as supplemented by Department of Labor regulations (*29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”*). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means,

Non-Federal Entity Contract Provisions

any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (*40 U.S.C. 3701-3708*). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (*29 CFR Part 5*). Under *40 U.S.C. 3702* of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of *40 U.S.C. 3704* are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under *37 CFR § 401.2 (a)* and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of *37 CFR Part 401*, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (*42 U.S.C. 7401-7675*) and the Federal Water Pollution Control Act (*33 U.S.C. 1251-1388*), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (*42 U.S.C. 7401-7675*) and the Federal Water Pollution Control Act as amended (*33 U.S.C. 1251-1388*). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (*see 2 CFR 180.220*) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at *2 CFR 180* that implement Executive Orders 12549 (*3 CFR part 1986 Comp., p. 189*) and 12689 (*3 CFR part 1989 Comp., p. 235*), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (*31 U.S.C. 1352*) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by *31 U.S.C. 1352*. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier

Non-Federal Entity Contract Provisions

up to the non-Federal award.

10. §200-323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at *40 CFR part 247* that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. To the extent that a procurement award or transaction for goods or services under this purchase order or other contract is funded with federal funds under COVID-related Elementary and Secondary School Emergency Relief (ESSER) II/III, Secondary School Emergency Relief (SSER), or Governor's Emergency Education Relief programs, the successful bidder or proposer or awardee must comply with the federal domestic preference for procurements requirements of the federal regulations prescribed in Section 200.322 of Title 2 of the Code of Federal Regulations (CFR). The successful bidder or proposer or awardee certifies that any contracts, as well as any subcontracts, shall include this requirement, which mandates that to the greatest extent practicable there shall be a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Definition of the terms "produced in the United States" and "manufactured products" made be found in the CFRS at: [Electronic Code of Federal Regulations \(ECFR\)](#) or successor url. And to the extent not in compliance with such requirements, the successful bidder or proposer or awardee shall indemnify, defend and hold harmless the City of Staunton and Staunton City Schools, to the fullest extent permitted by law.

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. **Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested.** The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION NUMBER	PAGE NUMBER	REASON

Authorized Signature

Date

CERTIFICATION REGARDING CONTACT WITH CHILDREN

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton City Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, 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 or charged with 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. Staunton City Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

It is certified, now and on a continuous basis, that none of our directors, members, officers and none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor

By:

Name:

Title:

Date:
