



# CHARLOTTESVILLE CITY SCHOOLS

## REQUEST FOR PROPOSAL

Finance Department  
1562 Dairy Road  
Charlottesville, Virginia 22902  
Phone (434) 245-2948

Attention of Offeror is invited to the Code of Virginia, Virginia Public Procurement Act,  
Sections 2.2-4367 thru 2.2-4377 (conflict of interest)

**THE SCHOOL BOARD OF THE CITY OF CHARLOTTESVILLE DOES NOT  
DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS**

<b>ISSUE DATE:</b> 2/23/2024
<b>RFP ITEM NO:</b> RFP 09-24
<b>CLOSING DATE:</b> 3/11/2024
<b>CLOSING TIME:</b> 3:00 p.m.
<b>ISSUING OFFICER:</b> Renee Hoover

## DESCRIPTION OF REQUEST FOR PROPOSAL

THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED PROPOSALS (RFP) FROM QUALIFIED INDIVIDUALS AND OR ORGANIZATIONS TO PROVIDE BANKING SERVICES TO THE NINE SCHOOLS IN THE SCHOOL DIVISION.

1562 Dairy Road location is under renovation and closed, RFP'S can still be mailed to the address through USPS.

**THE FOLLOWING SECTION MUST BE EXECUTED AND SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF YOUR COMPANY.**

Company Name: \_\_\_\_\_ Federal I. D. #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Person Quoting: \_\_\_\_\_ Title: \_\_\_\_\_  
(printed or typed)

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# CHARLOTTESVILLE CITY SCHOOLS

## Request for Proposal # RFP \_\_09-24\_\_

### 1. PURPOSE

The purpose of this Request for Proposal (RFP) by the Charlottesville City Schools (CCS) is to solicit sealed proposals from qualified firms (Offerors) to provide banking services to our nine (9) schools plus one clearing account for the central office.

### 2. BACKGROUND

The City of Charlottesville is located in Central Virginia, approximately 100 miles southwest of Washington, D.C. and 70 miles northwest of Richmond, Virginia. CCS provides educational services to approximately 4,200 students in preschool through grade 12 who are served in six elementary schools, one upper elementary school, one middle school and one high school. They are located across the City at the following address:

- 1 - Charlottesville High School, 1400 Melbourne Road
- 2 - Buford Middle School, 1000 Cherry Avenue
- 3 - Walker Upper Elementary, 1564 Dairy Rd
- 4 - Venable Elementary, 406 14<sup>th</sup> Street
- 5 - Jackson-Via Elementary, 508 Harris Road
- 6 - Clark Elementary, 1000 Belmont Avenue
- 7 - Johnson Elementary, 1645 Cherry Avenue
- 8 - Burnley-Moran Elementary, 1300 Long Street
- 9 - Greenbrier Elementary, 2228 Greenbrier Dr.

According to the regulations of the Virginia Board of Education – VAC 20-240-10, school activity funds are defined as “All funds received from extracurricular school activities, such as entertainment, athletic events, cafeteria, clubs dues, etc. and from any and all activities of the school involving school personnel, students or property are hereby classified as school activity funds.”

Each school has their own unique bank account for Student Activity Funds. Individual school principals are directly responsible for overseeing the school activity funds of their respective schools. The school principal or person designated by him/her perform the duties of school book keeper.

Below is the 2023 fiscal year audited cash receipts and disbursements for each school. The number under the school column correspondence to the school’s name above. Number of checks and deposits represent the number transactions processed during the fiscal year.

School	Cash Balance July 1, 2022	Receipts	Disbursement	Cash Balance June 30, 2023	# checks	# deposits
1	\$ 319,557.61	\$ 837,227.29	\$ 778,863.83	\$ 377,921.07	642	161
2	33,502.85	82,451.64	74,977.06	40,977.43	163	177
3	64,748.05	143,748.87	114,497.03	93,999.89	203	57

School	Cash Balance July 1, 2022	Receipts	Disbursement	Cash Balance June 30, 2023	# checks	# deposits
4	49,423.88	45,131.93	52,265.20	42,290.61	121	117
5	10,536.08	18,064.68	18,481.76	10,119.00	44	32
6	42,653.96	45,517.56	33,587.05	54,584.47	81	11
7	41,727.85	17,273.73	19,470.38	39,531.20	30	32
8	11,777.17	32,039.89	26,701.28	17,115.78	167	18
9	10,434.94	11,435.95	8,021.26	13,849.63	43	41
Total	\$ 584,362.39	\$1,232,891.54	\$1,126,864.85	\$ 690,389.08		

CCS and therefore their individual schools are tax-exempt organizations. All accounts are held under the CCS federal tax identification number. Each school holds the account in the school name and physical address of the school location. Each school has their own signature card with at least three signatories. Two authorized school management personnel are required to sign all checks.

#### Clearing Account –

A tenth account is desired which will be a district level flow through account – clearing account – for acceptance of debit/credit card payments then immediate further routing to the appropriate school – directed by our accounting software. This account will have as close to a zero balance as possible.

A solid emphasis is being made to encourage families to use online card payments and move away from sending cash and paper checks into the school through children’s backpacks. Purchases/donations are electronically made with a credit card and deposited into this account. The credit card processing company takes their fees and the remaining balance is transferred to the appropriate school’s checking account for credit to the student/club/event account. These in and out transactions happen within 24 hours of the credit card being used.

### 3. SCOPE OF SERVICES

The Offeror shall provide at a minimum the following services:

- 1) Be designated as a Qualified Public Depository as specified in the Virginia Security for Public Deposits Act, Chapter 2.2-4400 of the Code of Virginia
- 2) Be “Well Capitalized” as defined by the Federal Deposit Insurance Corporation (FDIC)
- 3) Supply a primary relationship manager and dedicated customer support team
- 4) Comply with all applicable federal and state regulations regarding the provision of the proposed services
- 5) Provide interest-bearing accounts for each school’s balance
- 6) Have multiple easily accessible locations in the city for our schools
- 7) Drive through banking services
- 8) Parking close to the building if a teller visit is needed
- 9) ATM machines available for deposits – especially after hour deposits
- 10) After hour deposit drop box

- 11) Full online banking services access for low or no cost – stop payment request, view transactions, electronic archival of cleared checks (images of front and back), cashed check images, print monthly statements
- 12) Low or no cost account monthly and transaction fees
- 13) Easy to work with as we commonly need to update signatures cards annually
- 14) Establish a no cost “flow through clearing account” for the acceptance of debit/credit card payments with immediate secondary disbursement directly into the appropriate account of one of the schools.
- 15) Ability to make remote deposits that currently receive periodic higher volumes of checks – i.e. during prom, athletic tournaments, popcorn/candy sales fund raisers.

There is no plan to use wire transfer services. Occasionally these accounts will receive an ACH transaction from our district banking account. These accounts will not send ACH transactions.

#### **4. ANTICIPATED SCHEDULE**

The expected timeline for opening and beginning to operate checking accounts with the selected institution is May 1, 2024.

The following represents an outline of the process currently anticipated by CCS.

- |  |                   |
|--|-------------------|
| • Request for Proposal Advertised          | February 23, 2024 |
| • Proposals due in Division Administration | March 11, 2024    |
| • Oral Presentations may be Conducted      | March 22, 2024    |
| • Notice of Intent to Award Contract       | April 1, 2024     |
| • Contract Award                           | May 1, 2024       |

#### **5. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

##### **A. ISSUING OFFICE**

Wherever used in this RFP, the Issuing Office shall be:

Charlottesville City Schools

Finance Department

Sandy Miller, Coordinator of Accounting & Budgeting, millers2@charlottesvilleschools.org

1562 Dairy Road

Charlottesville, Virginia 22902

Telephone: (434) 245-2936

Fax: (434) 245-2603

##### **NOTE: Distribution of Documents**

**CCS ADVERTISES:** Competitive solicitations on CCS website at

<https://charlottesvilleschools.org/RFPS> Or other appropriate websites. In addition, CCS may publish in a newspaper of general circulation. In addition, bids may be solicited directly from potential contractors.

Offerors may obtain RFP documents from the following sources:

<https://charlottesvilleschools.org/RFPS>

**IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	_____		
	Street or Box Number		RFP 09-24
	_____		
	City, State & Zip Code		
	_____		

The outside of the envelope should be addressed as directed on Page 1 of the solicitation. The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope.

**B. CONTRACT ADMINISTRATOR**

The Contract Administrator for this contract shall be **Renee Hoover, Director of Finance.**

**C. GENERAL INSTRUCTIONS**

- i. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:
  - a) One (1) original, so marked, and four (4) copies of each proposal.
  - b) A digital version of the proposal in PDF or DOC format on USB.
  - c) If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional digital copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY" and should be submitted on the same USB. (See Standard Terms & Conditions for additional information regarding identification of proprietary information).
- ii. Proposal Preparation:
  - a.) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by CCS
  - b.) Mandatory requirements are those required by law or regulation, or are such that they cannot be waived and are not subject to negotiation.
  - c.) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - d.) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next

page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be included in an addendum at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- e.) As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
  - f.) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - g.) Ownership of all data, materials, and documentation originated and prepared for CCS pursuant to the RFP shall belong exclusively to CCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. (Reference Attachment C)
- iii. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to CCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. CCS will schedule the time and location of these presentations. Oral presentations are an option of CCS and may or may not be conducted.

#### D. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that CCS may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal. Failure by Offeror to provide the information shall render the proposal non-responsive.

- i. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- ii. Complete and return Attachments listed in Section 9.
- iii. Written proposal should include:
  - a.) Describe the financial institution, including history and scope of practice. Identify key measures of financial strength, including any applicable ratings. Provide ownership information, including a statement of any recent or foreseen mergers and/or acquisitions.
  - b.) Names, qualifications and experience of personnel to be assigned to the project.
  - c.) Understanding of the work to be performed and the expectations of CCS.
  - d.) Demonstrate and provide evidence that the Offeror has capabilities, professional expertise, and experience to provide the necessary services as described in this RFP.
  - e.) Corporate Social Responsibility: Describe the ways in which the financial institution is committed to social responsibility
  - f.) Proposed timeline for completion of the project.
  - g.) Provide an itemized listing of the scope of work provided in Section 3 of this document and associated costs for each item. Items may be grouped for pricing, but they must all be clearly identified. If any item(s) in the scope of work are not included in the price proposal, the omitted item(s) must be specifically identified.
    - A. Describe the services available to meet the needs outlined above as well as any and all associated fees, minimum balances, interest rates, etc.
    - B. Provide a brief description of the online reporting services offered, including sample
    - C. Provide a brief explanation of your commitment implementing new technologies.
    - D. Provide a detailed depository agreement, including availability schedule.
    - E. Provide a sample of your standard contract terms.
    - F. Deadline for same day credit of deposits
    - G. Describe liability for fraudulent deposited items
    - H. Training available for use of online banking
    - I. Location of main office and branches as well as ATMs
    - J. Bank's disaster recovery plan –back up sites and systems back up process
  - h.) List of recent (within the past 2 years) of contact information for three (3) specific professional references including at least two (2) with school divisions, for whom the financial institution has provided similar banking services. Please include key contact names, phone number, and email addresses.

## **6. SPECIAL TERMS AND CONDITIONS**

**CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to employees will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and CCS's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify CCS of any breach or suspected breach in the security of such information. Contractors shall allow CCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and



their employees working on this project may be required to sign a confidentiality statement. Contractor may be responsible for cost to remedy any data breach if contractor is found to be the cause.

#### CONTINUITY OF SERVICES:

The Contractor recognizes that the services under this contract are vital to CCS and must be continued without interruption and that, in the event of contract disruption or expiration without completion of the scope of work, a successor, either CCS or another Contractor, may continue the services. The Contractor agrees:

- i.) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- ii.) To make all Charlottesville School Board data available to any successor in the original format given to contractor, at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- iii.) That CCS shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

**SUBCONTRACTS:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

## 7. STANDARD TERMS AND CONDITIONS

Please see Attachment A for the School Board of Charlottesville, Virginia - Standard Terms and Conditions that are applicable to any purchase order or contract resulting from this solicitation.

## 8. EVALUATION AND AWARD

- A. Evaluation Criteria: The proposals will be evaluated and ranked based on the Evaluation Criteria listed below. Proposal evaluations will be based on numerical scoring by CCS.

<b>Evaluation Criteria</b>	<b>Weight</b>
The experience, resources, and qualifications of the offeror and individuals assigned to this account. Relevant experience managing similar account relationships with other school divisions.	25
Understanding the needs and operational requirements of CCS. Ability to deliver services required by CCS as specified in the RFP. Branch locations within the City of Charlottesville. Scope of services offered.	40
Proposed cost of services	20
Online services and experience	10
Commitment to social responsibility	5
<b>Total</b>	<b>100</b>

- B. Award: Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole

determining factor. After negotiations have been conducted with each Offeror so selected, CCS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror, or to multiple Offerors should CCS decide this to be in its best interest. Should CCS 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.

C. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, CCS will publicly post such notice on the CCS website <https://charlottesvilleschools.org/RFPS> for a minimum of 10 days.

## **9. ATTACHMENTS**

- |              |  |
|--------------|--|
| Attachment A | - Standard Terms and Conditions                                  |
| Attachment B | - Vendor Data Sheet  |
| Attachment C | - Virginia State Corporation Commission Registration Information |
| Attachment D | - Proprietary/Confidential Information Identification            |
| Attachment E | - Certification of No Crimes Against Children                    |
|              | - Contractor Certification Relating to Background Checks         |

## **ATTACHMENT A**

### **SCHOOL BOARD OF CHARLOTTESVILLE, VIRGINIA STANDARD TERMS AND CONDITIONS**

#### **1. General Provisions**

1.1 Unless otherwise agreed to in a writing signed by the Superintendent for Charlottesville City Schools ("CCS"), and approved as to form by the attorney for Charlottesville City Schools, these Standard Terms and Conditions apply to and govern all purchases, regardless of the type of goods or services purchased, between the School Board for Charlottesville, Virginia (the "Board") and (the "Contractor").

#### **2. Definitions**

2.1 "Solicitation" means the vehicle by which the Board solicited pricing, and if applicable other terms, by which it could acquire goods or services from Contractor, regardless of whether the vehicle was an Invitation for Bids, Request for Proposals, Request for Quotes, telephone quotes or any other means permissible under the Charlottesville City Code, Board policy, or Virginia law.

2.2 "Contract Documents" means all documents that constitute any legal and binding agreement between the Contractor/Bidder and the Board, including these Standard Terms and Conditions.

2.3 "Contract Period" means the time period from the time that Contractor first becomes legally bound to provide goods or services to the Board in response to a Solicitation until all of Contractor's contractual obligations to the Board, arising out of the Solicitation, cease.

2.4 "Obligations" means any and all legal obligations of Contractor under any Contract Documents.

#### **3. Laws of the Commonwealth**

3.1 The Contract Documents shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia and the Charlottesville City Code. Contractor represents and warrants to the Board that:

During the Contract Period, it will comply and conform with the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;

It does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in, or otherwise violate the provisions of, the Immigration Reform and Control Act of 1986; and,

Will comply with all federal, state and local laws and regulations applicable to the performance of the services procured.

#### **4. School Board Policies**

4.1 In every contract of over \$10,000, the Contractor agrees during the Contract Period that 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;

Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and

Will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor to perform under the Contract Documents. All 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; and,

Will include the provisions of the foregoing subparagraphs in every subcontract or purchase order exceeding \$10,000 issued by Contractor in order to fulfill its obligations, so that the provisions will be binding upon each subcontractor or vendor employed by Contractor.

4.2 In every contract of over \$10,000, the Contractor agrees during the Contract Period the Contractor shall:

Provide a drug-free workplace for its employees;

- a.) 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 its workplace and specify the actions which will be taken against any employee for a violation;
- b.) State in all of its solicitations or advertisements for employees that the Contractor maintains a drug-free workplace; and
- c.) Include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or sub-vendor.
- d.) For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor under a solicitation and in accordance with the Virginia Public Procurement Act and/or the Charlottesville City Code.
- e.) In addition to the provisions contained in sub-paragraph c pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.

4.3 Pursuant to Section 2.2-4343.1 of the Code of Virginia and applicable Board policy, in all solicitations, contracts, and purchase orders, the Board does not discriminate against faith-based organizations.

a.) "Faith-based Organization" means a religious organization that is or applies to be a Contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

b.) If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice in bold-face type:

**NOTICE**

Neither the Board's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form.

4.4 Pursuant to Section 2.2-4311.2 of the Code of Virginia, if Contractor/Bidder is authorized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor/Bidder shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

**5. Certifications**

5.1 The Contractor certifies that Contractor's response to the Solicitation:

Has been prepared without prior participation, understanding, agreement, or connection with any corporation, firm or other person that is also submitting a bid in response to the same solicitation;

Is in all respects fair, without misrepresentations of fact, and free from collusion or fraud;

Is in full compliance with the Virginia Conflicts of Interest Act;

Is or is intended to be competitive and free from any collusion with any person, firm or corporation; and,

Has been prepared without the benefit of being provided information not available to the general public, or other potential bidders, such as insider information known to Board employees or other sources which may have gained such information from interaction with Board employees;

5.2 The Contractor has not offered or received any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid on this Solicitation. A kickback is defined as an inducement for the award of a contract, subcontract, or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance,

and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

5.3 The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;

5.4 The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this Invitation for Bids; and

5.5 Neither Contractor, Contractor's subcontractors, nor any person acting on Contractor's behalf, have conferred, or will confer, on any public employee having official responsibility for a 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 is exchanged.

## **6. Warranties**

6.1 The Contractor represents and warrants that it has the requisite experience, skills, capabilities, and manpower to perform the Obligations in a good and workmanlike fashion, that it is a legal business entity chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing any of the Contract Documents has been fully authorized to do so, and his signature will legally bind the Contractor to perform its Obligations. Any goods or services furnished by the Contractor under the Contract Documents shall be covered by the most favorable warranties provided by the Contractor to any customer.

6.2 Contractor warrants to the Board that all materials and equipment furnished shall be new, unless otherwise specified, and that Contractor's Work shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents. If the Contract does not state a specific warranty period, the Contractor warrants Contractor's Work for a period of one (1) year from the date of Substantial Completion of the entire Project. In no event shall Contractor's warranty period be less than or terminate earlier than any warranty provision specified in the Contract.

6.3 The Contractor agrees that if warranties set forth in the Contract Documents are in any respect breached, the Contractor will pay to the Board the full contract price agreed to by the Board to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. These rights and remedies are in addition to and do not limit those rights and remedies otherwise available to the Board.

## **7. Modifications, Additions or Changes**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Board. No fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the Contract or \$50,000, whichever is greater, without

the approval of the Board. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Board.

8. **Procurement Code**

Solicitations are subject to applicable School Board policy, which is hereby incorporated into this Contract in its entirety. ANY SOLICITATION OR CONTRACT DOCUMENTS THAT ARE ISSUED, REQUESTED OR EXECUTED IN VIOLATION OF CHARLOTTESVILLE SCHOOL BOARD POLICY, OR VIRGINIA LAW ARE VOID AB INTIO, AND OF NO EFFECT, REGARDLESS OF WHETHER ANY PURCHASE HAS BEEN MADE UNDER THE CONTRACT DOCUMENTS AND IRRESPECTIVE OF THE AMOUNT OR LENGTH OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT DOCUMENTS.

9. **Bid Acceptance Period**

Any bid in response to a solicitation shall be valid for 60 days. At the end of the 60 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

10. **Indemnification**

The Contractor agrees to indemnify, defend and hold harmless the Board and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by (i) the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor (ii) any services of any kind or nature provided by the Contractor or (iii) Contractor's performance of its Obligations, provided that such liability is not attributable to the sole negligence on the part of the Board.

11. **Assignment**

Neither the Obligations nor the Contract Documents may be assigned, sublet, or transferred, in whole or in part, without the written consent of the Board.

12. **Audit**

The Contractor hereby agrees to retain all books, records, and other documents relative to Contractor's Obligations and the Contract Documents for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The Board and its authorized agents, state auditors, the grantor of the funds to the Board, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any such books, documents, papers and records of the Contractor for the purpose of making audits, examinations, excerpts or transcriptions.

13. **Ownership of Documents**

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its Obligations shall be remitted to the Board by the Contractor, without demand therefore, upon the earliest of (i) completion of its Obligations (ii) completion of the Contract Period or (iii) termination, cancellation or expiration of the Contract Documents. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Obligations without the prior written consent of the Board. The Board shall own the intellectual property rights to all materials produced under this Agreement.

14. **Payment and Performance Bond**

If Contractor's Obligations include construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the Board the bonds required under applicable Virginia law and Board policy, and shall otherwise fully comply with the requirements of such sections of the Virginia Code and policy. The Board reserves the right to require payment and/or performance bonds in the amount of the Obligations for any other projects, goods or services, whether or not required by such sections of the Virginia Code or policy.

**15. Required Payment**

15.1 The Contractor covenants and agrees that it shall take one of the two following actions within seven (7) days after receipt of any amounts paid to the Contractor by the School Board for work performed by a subcontractor under the Contract:

pay any subcontractor for its proportionate share of the total payment received from the Board attributable to the work under the Contract performed by such subcontractor, or

notify the Board and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore.

15.2 Contractor agrees to provide its federal employer identification number or social security number, as applicable, as a condition precedent to the Board being required to make any payment to the Contractor under the Contract Documents.

15.3 Contractor agrees to pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Board for work performed by the subcontractor in furtherance of Contractor meeting its Obligations to the Board, except for amounts withheld pursuant to subparagraph 15.1(b) above.

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

15.5 Contractor agrees to include in its contracts with any and all subcontractors the requirements of 15.1(a) and 15.1(b) above and a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

15.6 Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause above shall not be construed to be an obligation of the Board. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. Any cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**16. Liability Coverage**

Unless otherwise expressly excepted in the Solicitation documents prepared by the Board, the Contractor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the Board from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Contractor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements"



set forth below and shall name the “School Board of Charlottesville, Virginia” as an additional insured. Such insurance must be issued by a company admitted to do business within the Commonwealth of Virginia and with at least an AM Best rating of A-. Within 10 days after Contractor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Contractor provides goods or services to the Board, the Contractor shall provide the Board with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Board at least 30 days’ notice prior to cancellation or other termination of such insurance.

17. **Loss or Damage in Transit**

Delivery by a Contractor to a common carrier does not constitute delivery to the Board. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The Board accepts title only when goods are received regardless of the F.O.B. point noted in the Solicitation or the Contract Documents. CCS will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by CCS to the carrier and the Contractor within 15 days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract Documents. It shall be the Contractor’s responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of CCS, the Contractor may deduct the amount of damage or loss from his or her invoice to CCS in lieu of replacement.

18. **Freight**

By signing any response to a Solicitation the bidder certifies that the bid price(s) offered for F.O.B. destination include only the actual freight charges at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Freight charges are, therefore, established for each individual purchase. If a requirement is bid F.O.B. origin, the Contractor shall prepay the charges and add the amount to the invoice. A copy of the freight bill should be attached to all invoices that include freight charges. In a solicitation specifying F.O.B. origin the Board will consider freight cost in the evaluation of bids.

19. **Insurance and Bond Requirements**

19.1 The Contractor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen’s Compensation Act (ii) for personal injury, including death, and (iii) for damage to property, regardless of whether such claims arise out of Contractor’s actions or inactions, or those of Contractor’s subcontractor or other persons directly or indirectly employed by either of them:

Worker’s Compensation and Employer’s Liability. Contractor shall procure and maintain Worker’s Compensation and Employer’s Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Contractor’s Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

- a) Bodily Injury by accident, \$500,000 for each accident;
- b) Bodily Injury by disease, \$500,000 policy limit;
- c) Bodily Injury by disease, \$500,000 for each employee.

Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Contractor, and personal injury insurance in support of section 10 of this Agreement entitled “Indemnification”. This policy shall be endorsed to include the Board as an additional insured during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the Board. Contractor shall procure and maintain Public Liability Insurance in an amount not less than:

- a) \$1,000,000 for each occurrence involving bodily injury;
- b) \$1,000,000 for each occurrence involving property damage;
- c) \$2,000,000 aggregate limits.

Comprehensive Automobile Liability. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Contractor, with the following limits:

- a) \$1,000,000 for each occurrence involving personal injury;
- b) \$1,000,000 for each occurrence involving property damage;
- c) \$2,000,000 aggregate limits.

The Contractor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

19.2 The Board reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

19.3 All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the Board.

19.4 Insurance policies shall provide for notification to the Board of non-payment of any premium and shall give the Board the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the Board shall be deducted from amounts due Contractor under the Contract.

**20. Compliance with Laws**

All work performed shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia Conflict of Interest Act, Virginia Fair Employment Contracting Act, Virginia Freedom of Information Act, Virginia Prompt Payment Act, the Virginia Public Procurement Act, and Board policies.

**21. No Waiver**

Any failure of the Board to demand rigid adherence to one or more of the terms of the Contract Documents, on one or more occasions, shall not be construed as a waiver nor deprive the Board of the right to insist upon strict compliance with the terms of the Contract Documents. Moreover, it is the Board’s position and Contractor hereby agrees that the legal theories of Implied Waiver, Statute of Limitation, Estoppel, and Laches do not apply as defenses that the

Contractor may assert in any action by the Board. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

**22. Termination and Cancellation**

22.1 The Board shall have the unilateral right to terminate any contract with Contractor for default on the terms of that contract, or any other contract between the Contractor and the Board.

22.2 The Board has the unilateral right to cancel and terminate any contract with Contractor, in whole or in part, without penalty, merely out of convenience, and shall require no breach of contract by Contractor as a condition of termination. This right of termination for convenience may be exercised at the sole unconditional discretion of the Board. If a contract is terminated in whole or in part for the convenience of the Board, the Contractor shall be paid the contracted price for the service or goods actually provided or rendered up to the date of the termination of the respective contract, but shall not be paid any other fees or lost profits.

22.3 Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

**23. Availability of Funds**

It is understood and agreed between the parties herein that the obligation of CCS to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the City of Charlottesville City Counsel to satisfy payment of such obligations. CCS obligations to make payments during subsequent fiscal years are dependent upon the same action.

**24. Billing, Method of Payment and Offset Rights**

24.1 Billing shall be done monthly based on the contracted rate bid by the Contractor and submitted to the Charlottesville City Schools' Finance Department. The Board will remit payment within 30 days of receipt of a correct invoice. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. Incorrect invoices shall be subject to correction and/or rejection by the Charlottesville City Schools' Finance Department.

24.2 Contractor agrees that the Board has the unilateral right to offset any bill submitted to Board by Contractor, or any payment owed to Contractor by the Board, by any amount due to the Board from Contractor pursuant to the Contract Documents, or any other agreement, contract or transaction between Board and Contractor.

24.3 Invoices for items ordered, delivered and accepted or services rendered shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract or by e-mail to [ccsinvoices@charlottesvilleschools.org](mailto:ccsinvoices@charlottesvilleschools.org). All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

24.4 In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (Code of Virginia, § 2.2-4353).

24.5 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, CCS 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 CCS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2- 4363).

25. **Tax Exemption**

The School Board of Charlottesville, Virginia, as a political subdivision of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax. The Board's tax identification number is 54-6001203.

26. **Work Site Damages**

Any damages, including damage to finished surfaces, resulting from Contractor's performance of its Obligations shall be repaired to the satisfaction of the Board at the Contractor's expense.

27. **Choice of Law**

To ensure uniformity of the enforcement of the Contract Documents, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to their principles of conflicts of law.

28. **Forum Selection**

The parties hereby submit to the personal jurisdiction of, and venue in, the General District or Circuit Court of Charlottesville, Virginia for resolution of any and all claims, causes of action or disputes between Contractor and the Board. Contractor agrees that service by registered mail to the address set forth in Paragraph 31.1 of these Standard Terms and Conditions shall constitute sufficient service of process for any such action.

29. **Severability**

If any provision of any one, or all of the Contract Documents is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and the remainder of the Contract Documents shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Contract Documents, and the remaining provisions of the Contract Documents shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance.

30. **Attorneys' Fees**

Should the Board employ an attorney to either (i) institute and maintain a suit against Contractor arising out of the Contract Documents or Contractor's Obligations (ii) assist in enforcing or defending any of the Board's rights under the Contract Documents (iii) protect the Board's interest in any matter arising under a contract with Contractor (iv) collect damages for the breach

of a contract or any other amounts owed to the Board; or (v) recover on a surety bond given by the Contractor, then the Board shall be entitled to recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from the Contractor if the Board prevails in court.

**31. Notices**

All requests, notices and other communications required or permitted to be given under the Contract Documents shall be in writing. Delivery of a notice shall be deemed to have been made when such notice is either:

duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect; or transmitted by hand delivery, telegram, telex, telecopy or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Board shall be sent to:

Superintendent of Schools  
Charlottesville City Schools  
1562 Dairy Road  
Charlottesville, Virginia 22903

With a copy to:  
Bradford A. King, Esq.  
Sands Anderson, P.C.  
P.O. Box 1998  
Richmond, VA 23218-1998

**32. Contractual Claims Procedure**

32.1 Contractual claims or disputes by Contractor against the Board, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the Board written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

32.2 The Board, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.

32.3 If the Contractor disagrees with the decision of the Board concerning any pending claim, the Contractor shall promptly notify the Board by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Board or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the Board, shall be specifically exempt by the Contractor

from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

32.4 The Board's decision on contractual claims shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

33. **Correction of Defective Work**

Contractor shall promptly replace or correct any work or materials which Board rejects as failing to conform to the requirements of the Contract Documents. If Contractor does not do so within a reasonable time, Board shall have the right to replace or correct the defective work or materials and Contractor shall be liable to the Board for the cost thereof. If, in the opinion of Board, it is not expedient to correct or replace all or any part of rejected work or materials, then Board, at its option, may deduct from the payment due, or to become due, to Contractor such amounts as, in Board's judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

34. **No Crimes Against Children**

34.1 Contractor acknowledges that the implementation of the Contract Documents requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with Charlottesville City Schools students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person that will provide services under the Contract Documents who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

34.2 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 I 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. Charlottesville City Schools shall not be liable for materially false statements regarding the certifications required under the Contract Documents.

34.3 The Contractor shall execute and deliver to the Board upon execution of the Contract Documents the CERTIFICATION OF NO CRIMES AGAINST CHILDREN attached hereto as Attachment E.

34.4 Tobacco and Tobacco Products: The Charlottesville School Board has designated all of its buildings and grounds tobacco free areas. Smoking or use of tobacco products is forbidden at all times.

## ATTACHMENT B

### VENDOR DATA SHEET

**Note: The following information is required as part of your response to this solicitation.**

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

## ATTACHMENT C

### STATE CORPORATION COMMISSION FORM

#### Virginia State Corporation Commission (SCC) registration information - The bidder:

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

**-OR-**

☐ Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

☐ Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

**-OR-**

☐ Is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐



## ATTACHMENT D

### PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

OFFERORS MUST SUBMIT THIS FORM WITH THEIR PROPOSAL IF DECLARING ANY TRADE SECRET OR PROPRIETARY INFORMATION

Ownership of all data, documentation, and materials originated and prepared for the Charlottesville City Schools pursuant to this Request shall belong exclusively to CCS and shall be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written Request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

SECTION/TITLE	PAGE #'s	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

## ATTACHMENT E

### CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons that will provide services under this Contract to have direct contact with **Charlottesville City Schools** students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person 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 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 I 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. **Charlottesville City 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: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_