

CITY OF STAUNTON
DEPARTMENT OF FINANCE

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STAUNTON, VA 24402

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**REQUEST FOR PROPOSAL
FOR
THE CITY OF STAUNTON, VIRGINIA, ON BEHALF OF STAUNTON CITY SCHOOLS
DIVERSITY AND INCLUSION TRAINING**

June 23, 2017

GENERAL INFORMATION

Proposal:

The City of Staunton (the City), on behalf of Staunton City Schools (SCS), is seeking proposals from properly licensed and qualified firms to assist the schools in offering diversity and inclusion training to all school employees and provide a means to evaluate training effectiveness, as outlined herein. Offerors shall document programs of a similar type they have developed for other municipalities.

All proposals must be delivered to:

Mail To:
Bonnie S. Stephenson
Purchasing & Risk Manager
P.O. Box 58
Staunton, VA 24402-0058
(540) 332-3819

Overnight To:
Bonnie S. Stephenson
Purchasing & Risk Manager
116 W Beverley St., 3rd Floor
Staunton, VA 24401

ALL PROPOSALS MUST BE RECEIVED BY 4:00 P.M. LOCAL TIME ON WEDNESDAY, JULY 12, 2017.

The City of Staunton/Staunton City Schools are not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. **Facsimile and e-mail submittals are not acceptable.** It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing and Risk Manager by the designated date and hour. All Offerors shall abide by all applicable State and Federal laws. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Inquiries Concerning the RFP:

Any questions or comments concerning this Request for Proposal should be directed to:

Cynthia Q. Burnett, Assistant Human Resources Director
City of Staunton/Staunton City Schools
116 W. Beverley Street, 2nd Floor
Staunton, VA 24401
cburnett@staunton.k12.va.us
Phone (540) 332-3920 - Fax (540) 332-3924

**SPECIFICATIONS FOR REQUEST FOR PROPOSAL
FOR
STAUNTON CITY SCHOOLS
DIVERSITY/INCLUSION TRAINING**

I. INTRODUCTION

The City of Staunton (the City), on behalf of Staunton City Schools (SCS), is seeking proposals from qualified firms to assist in offering employee Diversity and Inclusion training and to provide a means to evaluate training effectiveness for SCS employees. The program is intended to provide assistance and training to approximately 450 full/part time employees located in six individual schools and the Central Office as follows:

Bessie Weller Elementary School, 600 Greenville Avenue, Staunton, VA
T. C. McSwain Elementary School, 1101 N. Coalter Street, Staunton, VA
A. R. Ware Elementary School, 330 Grubert Avenue, Staunton, VA
Shelburne Middle School, 300 Grubert Avenue, Staunton, VA
Robert E. Lee High School, 1200 N. Coalter Street, Staunton, VA
Dixon Educational Center, 1751 Shutterlee Mill Road, Staunton, VA
Central Office, 116 W. Beverley Street, Staunton, VA

II. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation of other than professional services, as defined in the Code of Virginia § 2.2-4301. This Request for Proposal indicates, in general terms, the nature of the program and services being sought. Each Offeror is to submit the proposal(s) that an Offeror believes would best suit the needs of the City of Staunton/Staunton City Schools.

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 the City of Staunton/Staunton City Schools.

In order to procure the program that best suits the needs of the City of Staunton/Staunton City Schools, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

III. SCOPE OF SERVICES

The successful Offeror will work under the direction of the Chief Human Resources Officer.

The firm selected shall be required to:

- Provide a minimum two-hour, in-depth training with administrators and employees at each location.
- Provide in-depth training to select employees using the “train the trainer model” to build capacity within each location to provide on-going diversity inclusion training.
- Work with the Administrator at each location to develop an objective evaluation process to determine program effectiveness.

Trainings by the successful Offeror shall include:

- Valuing Diversity: Accepting and respecting differences – different cultural backgrounds and customs, different ways of communicating, and different traditions and values.
- Cultural Self-Awareness: The sum total of an individual's experiences, knowledge, skills, beliefs, values, and interests, shapes educators' sense of who they are and where they fit in their family, school, community, and society.
- Dynamics of Difference: Knowing what can go wrong in cross-cultural communication and how to respond to these situations.
- Knowledge of Students' Culture: Ensure that educators have some base knowledge of their students' culture so that student behaviors can be understood in their proper cultural context.

Training by the successful Offeror shall begin in August 2017 and shall be completed not later than May 30, 2019.

IV. GENERAL REQUIREMENTS

To be considered for selection, Offerors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal.

One original and three (3) copies of the proposal must be submitted to the Purchasing and Risk Manager. Each copy of the proposal should be bound in a single volume to the fullest extent practical. All documentation submitted with the proposal should be bound in the same single volume and shall not exceed ten (10) pages.

Proposals must be received prior to 4:00 PM, local time, on July 12, 2017, by the Purchasing and Risk Manager. All four (4) proposals shall be signed by an authorized representative of the Offeror. Proposals may be mailed or hand delivered to the Purchasing and Risk Manager, Finance Department, 3rd Floor, 116 W Beverley St, Staunton, VA 24401. **Faxed or e-mailed proposals are not acceptable.** It is the Offeror's responsibility to ensure that the proposal is received by the Purchasing and Risk Manager prior to 4:00 PM on July 12, 2017. Proposals received after 4:00 PM on July 12, 2017, will not be accepted or considered. All proposals will be time stamped upon arrival.

All proposal envelopes must have the name of the Offeror (Offeror's Firm) on the outside of the envelope and be clearly marked as "**RFP – DIVERSITY AND INCLUSION TRAINING**". If proposals are to be delivered by a third party (i.e. FedEx, UPS), it is the responsibility of the Offeror to be sure the **outer most** envelope is clearly marked the same. The City/SCS will not be responsible for proposals that are opened prematurely or late due to improper identification.

Offerors must address and provide each item in Scope of Services. Offerors shall respond to each item individually with "agreed", "will comply" or provide a satisfactory explanation of their variance from the request. Such variances, in themselves, will not eliminate the proposal from consideration, but will be evaluated along with other selection criteria. Failure to answer any requirement within this Scope of Services MAY subject the entire proposal to rejection.

Prior to submitting their proposals, it is the Offeror's responsibility to check the City of Staunton's website (www.staunton.ci.staunton.va.us) for any addenda associated with this RFP.

Any costs incurred by Offerors in preparing or submitting proposals are the Offeror's sole responsibility; the City/SCS will not reimburse any Offeror for any costs incurred as a result of the preparation of this Request for Proposal.

Proposals should be as thorough and detailed as possible so that the City/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 the Offeror's background and experience relative to this project.
- c. Listing of at least three (3) previous clients that may be contacted as references, for whom similar services have been provided within the last three (3) years and shall include customer name and contact information with telephone number and email addresses.
- d. Information as to the size and organizational structure of the Offeror's firm.
- e. Examples of training materials and reports.
- f. Resumes of key personnel who will be directly involved with this project.

- g. Listing of any other special experience and qualifications relative to this project and the services being sought.
- h. Proposed schedule for completion of all tasks.

V. AWARD OF CONTRACT

- A. **RESERVATION:** While price is a consideration, the City/SCS will consider all aspects of each proposal. This RFP does not commit the City/SCS to award a contract or to pay costs incurred in the preparation of responses to this RFP. The City/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 Request for Proposal, not a request for contract.
- B. **EVALUATION CRITERIA:** An evaluation committee consisting of City/SCS staff 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) they feel most capable of providing the required services.

The City/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 vendor(s).

The following criteria will be used to evaluate the proposals:

Evaluation Criteria	Points
Approach and understanding of the objective and plan for accomplishment	30
The ability, capacity and skill of the Offeror, and qualifications of personnel assigned to perform the services to provide the services required within the time specified	20
Stability, accessibility, and availability of offeror	20
Experience in performing similar services for other municipalities	20
Price	10
TOTAL	100

C. **IMPORTANT DATES:** There are several dates that are important in the process:

RFP's Due	July 12, 2017, 4:00 PM
Anticipated Award Date	July 21, 2017 (not guaranteed)

VI. **GENERAL TERMS & CONDITIONS**

- A. **APPLICABLE LAWS AND FORUM SELECTION:** 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, and any litigation or proceeding with respect thereto shall be brought and maintained solely in the Virginia state courts of the City of Staunton. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the City of Staunton and Staunton City Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor 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.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Staunton and/or Staunton City Schools, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City of Staunton, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or the City of Staunton and/or Staunton City Schools from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the City of Staunton and/or Staunton City Schools
- F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Staunton/Staunton City Schools 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 of Staunton/Staunton City Schools under said contract.

G. **PAYMENT:**

1. **To Prime Contractor:**

- a. 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; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. 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.
- c. All goods or services provided under this contract or purchase order, that 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.
- d. 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.
- e. **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, the City of Staunton/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 the City/SCS of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

- f. **Contractual Claims or Disputes Process.** The OWNER and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this CONTRACT or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation. Absent agreed resolution, the process to assert a claim against the City/SCS is to present it in writing to the appropriate City/SCS Department Director; and absent acceptance of the decision of the appropriate Director, then appeal in turn to the City Manager/Superintendent of Schools or designee and ultimately to City Council/School Board, with each such appeal to be submitted in writing within 10 calendar days of prior decision, identifying in writing on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision and the resolution or remedy which would be acceptable. With any claim that reaches City Council/School Board, the appropriate governing body shall decide the claim within 60 days of when it was submitted to the City Manager/Superintendent of Schools or designee.

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City/SCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the City/SCS and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City/SCS, 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City/SCS.

- H. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, , PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply unless contrary to express law.

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- I. **QUALIFICATIONS OF OFFERORS:** By submitting a proposal, an Offeror authorizes the City/SCS to make such reasonable investigations with the Offeror and with any third party, as deemed proper and necessary in the sole discretion of the City/SCS to determine the ability of the Offeror to perform the services under this Request for Proposals, and the Offeror also authorizes the third party to provide any information requested by the City/SCS. The City/SCS reserves the right to inspect Offeror's physical facilities and previous work and record prior to award to satisfy questions regarding the Offeror's capabilities. The City/SCS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City/SCS that such Offeror is fully qualified to carry out the obligations of the contract and to provide the procured services.
- J. **TESTING AND INSPECTION:** The City/SCS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City/SCS.
- L. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City/SCS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City/SCS may have.
- M. **TAXES:** Sales to the City of Staunton/Staunton City Schools are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes.
- N. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission, shall be administered by a Virginia registered agent, and shall ensure prior written notification to the City/SCS prior to cancellation of the policy as follows:

“Prior to the cancellation of the below described policies before the expiration date thereof, the issuing insurer shall mail 10 days’ notice of the impending cancellation to the certificate holder named to the left.”

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1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Staunton/Staunton City Schools must be named as an additional insured and so endorsed on the policy, as demonstrated to the sole satisfaction of the City/Staunton City Schools.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City/Staunton City Schools is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
 5. Professional Liability - Not less than \$100,000/\$500,000, and \$1,000,000 excess liability insurance umbrella form, or such other insurance as is satisfactory and may be approved by the City/SCS in its sole discretion.
- O. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (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 (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- P. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the City/SCS shall be bound and liable hereunder only to the extent of the funds appropriated for the purpose of this agreement.

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- Q. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.
- R. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Any LLC Offeror's signatory to any document related to this procurement shall be regarded as a declaration under penalty of perjury that the signatory has full authority to execute the document as a legally binding obligation of the LLC.
- S. **PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia as follows:
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 (§ 2.2-3700 et seq.).
 2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 3. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the public body decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
 4. 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 proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
 5. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

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6. 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 (a) invoke the protections of this section prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reasons why protection is necessary.
- T. **COOPERATIVE PROCUREMENT:** 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.
- U. **INDEMNIFICATION:** The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton/Staunton City Schools and its members of Council/School Board, 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 of shall survive the completion, terminations or expiration of the contract.

The firm selected will be compensated for services in accordance with the payment schedule agreed to by the firm and the City/SCS. The response to this RFP should contain the firm's desire for a payment schedule.

The contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation.

The City/SCS reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this RFP in the best interest of the City/SCS and agreed to by the contractor. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions.

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 bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms, conditions and specifications at contract prices. The successful firm shall deal directly with each agency with regard to order placement, delivery, invoicing and payment.

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

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

- W. **CERTIFICATION OF INTEREST & RELATIONSHIPS WITH THE STAUNTON CITY COUNCIL/SCHOOL BOARD, CITY OF STAUNTON/STAUNTON CITY SCHOOLS, AND CITY OF STAUNTON/STAUNTON CITY SCHOOLS EMPLOYEES:** The extent that neither Contractor nor any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton/Staunton City Schools, and or the Staunton City Council/Staunton City School Board, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Attachment B and submit the certification contemporaneously with this executed Contract.

ATTACHMENT A
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 Public 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 of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton Public 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 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: _____

ATTACHMENT B**CERTIFICATION OF INTEREST & RELATIONSHIPS
WITH THE STAUNTON CITY COUNCIL/SCHOOL BOARD, CITY OF
STAUNTON/STAUNTON CITY SCHOOLS, AND CITY OF STAUNTON/STAUNTON
CITY SCHOOL EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton/Staunton City Schools or the Staunton City Council/School Board.

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

☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton/Staunton City Schools, or Staunton City Council/School Board.

☐ The following individuals currently maintain a **financial** relationship with Contractor.

City Council/School Board Employee's Name:_____

Position with City Council/School Board:_____

Nature of Relationship:_____

☐ The following individuals currently maintain a **familial** relationship with Contractor.

City Council/School Board Employee's Name:_____

Position with City Council/School Board:_____

Nature of Relationship:_____

Contractor

Date

By:_____

Date:_____

Title:_____