

Winchester Public Schools, Virginia  
REQUEST FOR PROPOSAL

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**GRANT EVALUATION SERVICES**

ACCEPTANCE DATE: Prior to 10:00 a.m. June 22, 2023

RFP NUMBER: RFP 2024-12

ACCEPTANCE PLACE: Winchester City Public Schools  
598 N. Kent Street  
Winchester, VA 22601

Requests for information related to this Proposal should be directed to:

Bonnie Sandy  
Executive Assistant to the Superintendent/Board Clerk  
(540) 667-4253  
(540) 722-3583 (Fax)  
[sandy@wps.k12.va.us](mailto:sandy@wps.k12.va.us)

This document can be downloaded from our web site:  
<https://www.wps.k12.va.us>

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

REQUEST FOR PROPOSAL  
GRANT EVALUATION SERVICES

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# GRANT EVALUATION SERVICES

## 1.0 PURPOSE

The intent of this Request for Proposal (RFP) is for Winchester Public Schools, its partners, potential schools, school districts, private nonprofits, and other grantees within the state of Virginia, to seek bids to obtain the services of a qualified for-profit firm, private non-profit organization, university, or independent consultant (contractor) for five (5) years from the date of award to complete the tasks identified herein, including conducting formative, summative, and outcome grant and other evaluations.

Evaluation services may be needed in the following existing and anticipated grants as well as additional program areas funded by the US Department of Education (USDOE), US Department of Labor, other federal/state government agencies, and private foundations:

- Investing in Innovation (i3)
- Smaller Learning Communities
- Proud and Responsible Communities (PARC)
- Gaining Early Awareness and readiness for Undergraduate Programs -- GEARUP
- Elementary and Secondary School Counseling
- High School Graduation Initiatives
- Race to the Top
- Teaching American History
- School Leadership
- Physical Education Program
- Institution of Education Sciences
- Early Reading First and Early Childhood Initiatives
- Math and Science Initiatives
- Striving Readers
- Promise Neighborhoods
- Safe and Healthy Schools National Activities
- Teacher Quality Partnership Programs
- Other foundation and government grant programs

## **2.0 COMPETITION INTENDED**

It is the intent of Winchester Public Schools that this RFP permits competition. It shall be the offeror's responsibility to advise WPS in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by WPS not later than ten (10) days prior to the date set for acceptance of proposals.

## **3.0 DISCREPANCIES**

Should a bidder find discrepancies in the specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from WPS in writing, no later than ten (10) working days prior to the proposal acceptance date. Any changes to the RFP that result from such clarification request will be communicated through a written addendum and posted on the WPS website at [www.wps.k12.va.us](http://www.wps.k12.va.us). Failure to request such clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than WPS.

## **4.0 OFFEROR MINIMUM QUALIFICATIONS**

Offerors The successful Contractor shall provide documentation to support the following:

1. Providing expertise and experience with federal grants evaluation, preferably but not required, in the area of education (K-12).
2. Understanding of policies and guidelines that affect the evaluation of federally-funded and other grant programs.
3. Delivering a team-oriented, participatory approach to grant evaluation in collaboration with those involved in grant implementation and management.
4. Assigning sufficient staff members to the project, including a preferred Ph.D.-level evaluator to oversee grant program evaluation, a preferred Masters-level evaluator to provide primary evaluation services, and support staff to handle data management or assist in evaluation activity all with a commitment to provide close, ongoing collaboration with a Consortium grant project director and partners.
5. Providing on-site assistance, as well as regular e-mail and phone contact, and ad hoc consultation to the project director related to program evaluation and the use of data for informed decision- making.
6. Delivering sufficient staff with needed expertise in the various areas of grant evaluation (including but not limited to research design, data collection, evaluation instrument construction, data analysis, and data reporting) in order to provide timely and effective service during the life of the grant. While the Consortium has not specified the number of employees needed for most federal grants, the Contractor shall explain how many staff they intend to use for a typical evaluation project and justification for proposed staffing levels in their proposal.

## 5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise to provide the services identified in this RFP. The successful Contractor shall provide – at a minimum – the following services and deliverables:

1. Evaluation Planning and Implementation
  - a. Facilitate the development and implementation of a detailed evaluation plan through a participatory approach that will identify methods (quantitative and qualitative), design instruments, determine data collection protocols, and select reporting formats, tailored to the Consortium program model, goals and objectives, and evaluation needs.
  - b. Employ a utilization approach to evaluation that will provide the Consortium useful information that will assist in programmatic decision-making and grant success.
  - c. Assign a senior-level evaluator with a preferred doctorate degree from an accredited university who will oversee the grant program evaluation and a designated evaluator to provide primary evaluation services.
  - d. Provide trained and educated staff to assist with evaluation activity, including data collection.
  - e. Have available expertise in the areas of research design, measurement, benchmarking, test and survey construction, data analysis, and reporting.
  - f. Provide technical assistance as needed in areas related to program evaluation, including data collection, analysis, and use with a commitment to accuracy, relevancy, and timeliness.
  - g. Implement an evaluation that adheres to the Program Evaluation Standards of the Joint Commission on Standards for Educational Evaluation and to the Guiding Principles of the American Evaluation Association (AEA) for Systematic Inquiry.
2. Orientation and Monitoring
  - a. Facilitate initial grant evaluation meeting with Consortium and partners to verify approach, evaluation questions, design, and methodology.
  - b. Provide team-oriented approach to grant evaluation that coordinates with grant implementation and management.
  - c. Participate in initial grant orientation meetings and relevant follow-up meetings for program monitoring (at least twice annually).
  - d. Make adjustments to the evaluation plan, data collection strategies, and reporting formats based on Consortium input and compile baseline information for monitoring progress and administrative reporting.
3. Evaluation Instruments
  - a. Develop evaluation instruments that are tailored to match project activities, answer key evaluation questions, and report on objectives.
  - b. Provide any needed testing or training in the use of evaluation instruments to be used by project participants.
  - c. Submit any adjusted instruments or plans to the Consortium for approval prior to implementation.

4. Data Collection and Analysis

- a. Collect, analyze, and present results from data collection activities (e.g. surveys, interviews, focus groups) each semester.
- b. Triangulate information from a variety of qualitative and quantitative data sources to produce results that are creditable and based on a convergence of evidence.
- c. Review annual performance data for accuracy.
- d. Use online survey technology, web-based data collection, management and analysis programs, and software packages for analysis of quantitative and qualitative data.
- e. Provide a staff member to handle data management.

5. Evaluation Reporting

- a. Provide timely and useful feedback for the purpose of informing decisions, including interim reports, End-of-Year Reports, survey briefs, snapshots, and in-person briefings.
- b. Prepare Annual Performance Reports (APR) for submission to the project director, incorporate needed changes, and ensure timely submission to the funding agency.
- c. Develop formal year-end evaluation reports, incorporating APR and evaluation data with the goal of linking findings and results to ongoing program improvements.

6. Consultation and Dissemination of Evaluation Results

- a. Provide ad hoc consultation to the project director on matters related to program evaluation and the use of evaluation results to inform program improvements.
- b. Give assistance in identifying effective methods for disseminating evaluation results to key stakeholders.

## **6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES**

The instructions for submitting proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the following criteria will be used to rate each response to this RFP. A maximum of 100 points will be allowed in the scoring process.

1. Years the Contractor has been evaluating grants (up to 20 points). Winchester Public Schools is most interested in working with Contractors that have been conducting grant evaluations for at least five years (preferably more) and have a solid history in the evaluation and grant fields. Please outline your history of conducting evaluations as a consultant, organization, or firm. Include any information such as websites that describe your history, services, and other related history that will be helpful in evaluating your experience. (Limited to no more than two single-spaced pages).
2. Number of grants the Contractor has evaluated (up to 20 points). Winchester Public Schools seeks to engage firms, organizations, or consultants that have significant experience in evaluating grant programs. Include a list of grants for which you or your organization served as the principal evaluator. List the types of grants, average amount of award, funding source, and length of grants. Contractors do not have to list each individual grant by name or

the clients which received the grants. For example, Contractors may state that they have evaluated three, federal five-year Smaller Learning Community grants funded by the US Department of Education with an average funding of \$3 million per grant. (Limited to no more than two pages.)

3. Experience in evaluating awarded grant proposals for school districts, schools, and affiliated private non-profits (up to 15 points). Winchester Public Schools is most interested in working with a consultant, organization, or firm that has significant experience and knowledge about how school districts, schools, and affiliated non-profits operate. Contractors should describe in this section their past and current experience in evaluating grant awards for school districts, schools, and affiliated private non-profits. Bidders must also include at least three letters of reference from leaders, decision makers, and/or grant project schools for whom the Contractor has conducted evaluations. Letters must be dated within the last two years and may be from organizations located in this or other states. Due to time constraints, letters of reference from previous solicitations may be reused and do not have to be specifically addressed to Winchester Public Schools. These references must have worked directly with the Contractor and know firsthand the quality of the Contractor's work. (Not to exceed six pages.)
4. Formal education and experience of evaluation staff (up to 15 points). Please attach résumés for each staff member who will work with Winchester Public Schools on evaluation projects. It is understood that staff may vary for each project and additional staff may be required. (Not to exceed five professionals. Limit to no more than 15 pages.)
5. Description of the Contractor's philosophy of evaluation and how the Contractor will provide the RFP deliverables (up to 20 points). Please describe the consultant or organization's philosophy on: how a quality evaluation should be conducted during the stages of grants development; creating the evaluation section of future grant proposals to ensure that the grant proposal evaluation section conforms to the standards set forth for evaluators and program activities; how Winchester Public Schools' grant writer and evaluator selected under this RFP should work together in the grant proposal stage; preparing for early meetings with key stakeholders and decision-makers; providing ongoing communications with the project director and other key informants (such as task forces, committees, and district or school personnel); how the firm will provide guidance for course corrections when the program is deviating from the original grant proposal; how evaluation reports will be developed in collaboration with key decision-makers prior to submission to the funding source; the methods the firm uses to resolve problems; communicating concerns or problems observed to key decision-makers; providing the deliverables outlined in this RFP; sharing practices of excellence; minimum requirements for visits and documentation; concluding the program's evaluation activities; an example of a logic model used by the Contractor on a project; and other relevant information. (Not to exceed eight pages.)
6. Cost of evaluation services (up to 10 points). Though Contractor quality is our primary focus, Winchester Public Schools is cost conscious. Our goal is to secure the highest quality services at fair and reasonable prices. Respondents may indicate per-hour, daily fees, or a certain percentage of grant funds that they will charge for evaluations. If daily fees are

utilized, they cannot exceed \$1,000 per day. Please use the attached federal Early Reading First grant funded by the US Department of Education as your guide for estimating costs. Outline any additional costs such as travel, supplies, long distance, indirect costs, etc. that the Contractor may charge the Member. While it is not required, if at all possible, Winchester Public Schools is most interested in seeing this information as a set or fixed fee for grant services so that Contractor fees are known in advance. Winchester Public Schools understands that evaluation fees may vary according to the complexity of the grant, number of schools, sites, and staff that are involved in the program, grant evaluation requirements, reporting mandates, quality of staff involved in the project, etc. And, in some cases, the funding agency may limit or restrict the size of the contractual fees for evaluators. Therefore, Winchester Public Schools and the Contractor may choose to scale back the evaluation activities based upon the amount of funds assigned for evaluation. If indirect costs will be included in the proposal, provide a federally-approved indirect cost summary sheet and add the indirect costs into the overall bid costs. List all costs (i.e., salaries, fringe, supplies, equipment, travel, etc.) associated with conducting an evaluation (It is not required that respondents list a dollar value for each category). The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, Winchester Public Schools may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, Winchester Public Schools may elect to consider only your unrevised initial proposal. Winchester Public Schools may conduct negotiations, beginning with the highest ranked Contractor, or seek best and final offers. Please keep in mind that cost is one of multiple variables being considered in this RFP. If using an hourly or daily fee rate, please state the total costs or percentage of the grant funds the Contractor would normally charge for evaluating a grant and describe the rationale or justification on how the Contractor determined the bottom line costs or a percentage of grant funds. The Contractor is responsible for paying all its local, state, and federal taxes.

Winchester Public Schools may reject a bid as nonresponsive if the prices bid are materially unbalanced. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work. If there is a reasonable doubt that the bid will result in the lowest overall cost to Winchester Public Schools, even though it may be the low evaluated bid, or if it is so unbalanced, the offer may be rejected. (Maximum length of this section shall not exceed five pages).

## **7.0 INSTRUCTIONS TO OFFERORS**

### **7.1 Preparation and Submission of Proposals**

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation



will not relieve an offeror of the Contractual obligations.

- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to WPS in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- F. Proposals must be received by WPS prior to 10:00 a.m., local time on the date identified on the cover of this RFP. Requests for extensions of this time and date will not be granted, unless deemed to be in WPS's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by WPS after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be either mailed or hand delivered to 598 N. Kent Street, Winchester, VA 22601. Faxed and e-mailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original and three (3) copies of their proposal.

## 7.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Executive Assistant to the Superintendent/Board Clerk is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other WPS staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by **4:00 p.m. June 7, 2023**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from the vendor page accessed from [www.wps.k12.va.us](http://www.wps.k12.va.us).

## 7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. Any Addendums will be posted on the WPS website located at [www.wps.k12.va.us](http://www.wps.k12.va.us). It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal.

## 7.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the**

**protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

#### 7.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the proposal submission form section 10.0. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but WPS requires that a corporate document authorizing him/her to sign be submitted with proposal.

#### 7.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### 7.7 WPS Furnished Support/Items

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. WPS may furnish these facilities if WPS considers them reasonable, necessary, and available for the offeror to complete its task.

#### 7.8 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractor's qualifications. WPS reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of WPS. Any such replacement shall be at no additional expense to WPS, nor shall it result in an extension of time without WPS's approval.

## 7.9 Contract Quantities

NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT WPS SHALL GUARANTEE TO ORDER COMPLETION OF EVERY TASK IDENTIFIED IN THIS SOLICITATION.

## 7.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

## 7.11 Rights of WPS

WPS reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of WPS. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

## 7.12 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

## 7.13 Deviations from Scope of Services

If there is any deviation from that prescribed in the Sample Scope of Services, the appropriate line in the Sample Scope of Services shall be ruled out and the substitution clearly indicated. WPS reserves the right to determine the responsiveness of any deviation.

## 7.14 Notice of Award

A Notice of Award will be posted on WPS's web site (<https://www.wps.k12.va.us>) and on the bulletin board located at the WPS Central Administrative Office, 598 N. Kent Street, Winchester, VA 22601.

## 7.15 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Superintendent, WPS.

## 7.16 Miscellaneous Requirements

- A. WPS will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. WPS will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with WPS.
- D. WPS reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of WPS. Offerors whose proposals are not accepted will be notified in writing.
- E. The successful offeror, by entering into a contract to complete the scope of work identified in this RFP, agrees to not participate in any capacity as a member of a development team selected to accomplish the design and construction of this project.

#### 7.17 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Superintendent or his designee. The SCC may be reached at (804) 371-9967 or at <http://www.scc.virginia.gov/index.aspx>.

#### 7.18 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

#### 7.19 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for WPS.

#### 7.20 Contractor Certification

Effective July Effective July 1, 2007, the Code of Virginia was amended to require that prior to awarding a contract for services to be provided in the presence of students, WPS will require the Contractor to certify that none of the persons who will provide services requiring direct contact with students on school property or during school hours or school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

A 'Certification of Contractor' form is included with this document and must be completed prior to the awarding of a contract or issuing of a purchase order/payment. Failure to complete this

certification accurately may result in your contract/agreement being revoked without recourse against WPS.

The Certification of Contractor form is page 39 of this RFP and must be completed and returned with the bid.

## **8.0 SPECIAL TERMS AND CONDITIONS**

The Contract with the successful offeror will contain the following Special Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity WPS terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace, shall be sufficient grounds for rejection of the proposal. WPS may accept additional or different language if so provided with the proposal.

### **8.1 Procedures**

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director of Finance (the Director) and their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director and their authorized representative(s) acting within their authority for WPS. Any change to the Contract must be approved in writing by the Director.

### **8.2 Contract Quantities**

The potential tasks identified in this Contract do not necessarily indicate the actual tasks that will be ordered since such tasks will depend upon requirements that develop during the Contract period.

Tasks or quantities shown shall not be construed to represent any amount which WPS shall be obligated to purchase under the Contract, or relieve the Consultant of his obligation to fill all orders placed by WPS.

### **8.3 Contract Period**

The Contract shall cover the period from date of Contract award through June 30, 2024.

This Contract may be renewed for three (3) additional one-year renewal terms based on the pricing submitted by the Contractor on the Pricing Form, and the Terms and Conditions contained herein, at the expiration of Contract term at the sole discretion of WPS.

### **8.4 Price Escalation/De-escalation**

If work performed under this contract extends beyond one calendar year rates may be subject to escalation/de-escalation based on a mutual agreement between WPS and the selected vendor.

### **8.5 WPS Reserved Rights**

WPS reserves the right, at its sole discretion, to issue Requests for Proposal for related work as the need may occur.

#### 8.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in the City of Winchester are required to be licensed in accordance with the Winchester "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Winchester are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the City of Winchester, Office of Commissioner of Revenue.

#### 8.7 Payment of Taxes

All Contractors located or owning property in Winchester shall assure that all real and personal property taxes are paid.

WPS will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

#### 8.8 Hold Harmless Clause

The Contractor shall indemnify and hold harmless WPS, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, suits of any nature costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Contractor and/or its subcontractors. The Contractor agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. WPS is prohibited from indemnifying Contractor and/or any other third parties.

#### 8.9 Safety

All Contractors and subconsultants performing services for WPS are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and WPS Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

#### 8.10 Faith-Based Organizations

WPS does not discriminate against faith-based organizations.

#### 8.11 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a WPS issued Purchase Order. The Contractor shall not accept credit card orders or payments.

The Contractor shall submit invoices, in duplicate, upon completion of the tasks identified herein.

Invoices shall be based upon completion of tasks and deliverables. All such invoices will be paid promptly by WPS unless any items thereon are

questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

Winchester Public Schools  
ATTN: Finance Department  
598 N. Kent Street  
Winchester, VA 22601

#### 8.12 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Director.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as that employee works for the Contractor, either as an employee or subcontractor, unless WPS agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by WPS in its reasonable discretion.

#### 8.13 Termination

Subject to the provisions below, the Contract may be terminated by WPS upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of WPS until said work or services are completed and accepted.

A. Termination for Convenience

WPS may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

#### 8.14 Contractual Disputes

The Contractor shall give written notice to the Director of Finance (Director) a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.



The written claim shall be submitted to WPS no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Director shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

The Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to WPS Superintendent of Schools, or his designee. WPS Superintendent shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses

8.15 Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under the Contract(s) and all subcontractors that they may utilize. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them.

8.16 Responsibility for Claims and Liabilities

WPS's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by WPS of any rights or of any cause of action arising out the Contract. The Contractor shall be and remains liable to WPS for the accuracy and competency of work and Contractor is responsible for to WPS for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.17 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.18 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

**TO WPS:**

Winchester Public Schools  
Executive Assistant to the Superintendent/Board Clerk  
598 N. Kent Street  
Winchester, VA 22601

8.19 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or City of Winchester, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.



## 8.20 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

## 8.21 Exemption from Taxes

Pursuant to VA Code §58.1-609.1, WPS is exempt from Virginia State Sales Tax or Use Taxes Federal Excise Tax, therefore the Contractor shall not charge WPS for Virginia State Sales Tax or Federal Excise Tax on the finished goods or services provided under the Contract.

## 8.22 Use of Contract by Other Public Bodies/Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, if applicable, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

1. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. Winchester Public Schools acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on the consideration of your offer.
2. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).
3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. IF, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
5. Winchester Public Schools **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

## **9.0 GENERAL TERMS AND CONDITIONS**

The Contract with the successful bidder will contain the following General Terms and Conditions. **These Terms and Conditions are not negotiable.**

- A. APPLICABLE LAWS AND COURTS**
- B. ANTI-DISCRIMINATION**
- C. ETHICS IN PUBLIC CONTRACTING**
- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986**
- E. DEBARMENT STATUS**
- F. ANTITRUST**
- G. MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS**
- H. CLARIFICATION OF TERMS**
- I. PAYMENT**
- J. PRECEDENCE OF TERMS**
- K. QUALIFICATIONS OF BIDDERS/OFFERORS**
- L. TESTING AND INSPECTION**
- M. ASSIGNMENT OF CONTRACT**
- N. CHANGES TO THE CONTRACT**
- O. DEFAULT**
- P. TAXES**
- Q. USE OF BRAND NAMES**
- R. TRANSPORTATION AND PACKAGING**
- S. INSURANCE**
- T. ANNOUNCEMENT OF AWARD**
- U. DRUG-FREE WORKPLACE**
- V. NONDISCRIMINATION OF CONTRACTORS**
- W. AVAILABILITY OF FUNDS**
- X. BID PRICE CURRENCY**
- Y. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**

- A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute first through the WPS Director of Operations and by appeal to the Superintendent of WPS. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- B. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to WPS 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 1964, 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 the 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.
  - 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.
  - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, WPS may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the

basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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 (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction and 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:** Applicable for all contracts over \$10,000: By entering into a written contract with WPS, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services for WPS, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any School Board, City, Town, or County within the Commonwealth of Virginia from Submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the no-debarred vendor will be debarred for the same time period as the debarred vendor.
- F. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to WPS 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 WPS under said contract.
- G. MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS FOR IFBs and RFPs:**
1. (For Invitation For Bids): Failure to submit a bid on the official WPS form provided for that purpose shall be cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, WPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, WPS may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official WPS form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however; WPS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**H. CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**I. 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 contract number and/or 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 thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (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 department 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.
- 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 resolved in accordance with *Code of Virginia* § 2.2-4363 and -4364. Upon determining that the invoiced charges are not reasonable, WPS shall notify the contractor of defects or improprieties in the invoices within fifteen (15) days as required in *Code of Virginia* §2.2-4351. The provision of this section does not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, §2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency 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 (1%) 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 WPS, 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 WPS.

**J. PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF WPS FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, 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.

**K. QUALIFICATIONS OF (BIDDERS/OFFERORS):** WPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to WPS all such information and data for this purpose as may be requested. WPS reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. WPS further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy WPS that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**L. TESTING AND INSPECTION:** WPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**M. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of WPS.

**N. CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract

2. WPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the WPS of the adjustment to be sought, and before proceeding to comply with the notice, shall await the WPS written decision affirming, modifying, or revoking the prior written notice. If WPS decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give WPS a credit for any savings. Said compensation shall be determined by one of the following methods:

- (a) By mutual agreement between the parties in writing; or
- (b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to WPS right to audit the contractor's records and/or to determine the correct number of units independently; or
- (c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present WPS with all vouchers and records of expenses incurred and savings realized. WPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to WPS within thirty (30) days from the date of receipt of the written order from WPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by WPS or with the performance of the contract generally.

**O. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, WPS, 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 WPS may have.

**P. TAXES:** Sales to WPS are normally 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 usually be free of Federal excise and transportation taxes.



If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- Q. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, buy conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable WPS to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- R. TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number, commodity description, and quantity.
- S. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offers certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offers further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES:**

1. **Workers' Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Contractors who fail to notify WPS 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. WPS shall be added as an additional insured to the policy by endorsement.
4. **Automobile Liability** - \$1,000,000 combined single limit (Required only if a motor vehicle not owned by WPS 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).

**NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:**

**Profession/Service Limits**

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
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Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
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Asbestos, Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
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Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)	\$2,150,000 per occurrence, \$4,250,000 aggregate
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Limits increase each July 1 through fiscal year 2031 per code §8.01-581.15 of the *Code of Virginia*.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
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Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
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Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
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Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
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Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate
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**T. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, WPS will publicly post such notice on WPS' website for a minimum of ten (10) days.

**U. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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

**V. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

**W. AVAILABILITY OF FUNDS:** In the event that funds are not appropriated for this contract for any WPS fiscal year, the following WPS' current year, the contract shall terminate automatically as of the last day for which funds were appropriated without WPS providing written notice to the contractor prior to the date of termination. WPS shall not consider termination of the contract pursuant to this section default. Upon such termination, WPS shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

**X. BID PRICE CURRENCY:** Unless stated otherwise in this solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**Y. 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 *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 fails to remain in compliance with the provisions of this section.

## 10.0 PROPOSAL SUBMISSION FORMS

### RFP 2024-12

Winchester City Public Schools, Virginia

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598 N. Kent Street  
Winchester, Virginia 22601

### GRANT EVALUATION SERVICES

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN: \_\_\_\_\_

Hereby proposes to provide the requested services as defined in RFP 2024-12.  
I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

ITEM:	Included (X)
1. Pricing Form	_____
2. Proof of Authority to Transact Business in Virginia:	_____
3. Minimum Qualification Documentation (sect. 4.0):	_____
4. References:	_____
5. Subcontractor Information if being used:	_____
6. Addenda (sect. 7.3), if any:	_____
6. W-9 Form: (sect. 7.18):	_____
7. Certificate of Insurance (sect. 7.19):	_____
9. Contractor Certification (sect. 7.20):	_____

Person to contact regarding this proposal: \_\_\_\_\_

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

Name and title of person authorized to bind the offeror (7.6):

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

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

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.*

# PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL**

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by WPS, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

**PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and the bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): \_\_\_\_\_.

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to transact business in Virginia.

Legal Name of Company (as listed on W-9): \_\_\_\_\_

Legal Name of Bidder/Offeror: \_\_\_\_\_

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

Print or Type Name and Title: \_\_\_\_\_

**WINCHESTER PUBLIC SCHOOLS  
OPERATIONS DEPARTMENT**

598 N. Kent Street  
Winchester, VA 22601  
540-667-4253

**CERTIFICATION OF CONTRACTOR**

**Full Name of Contractor:** \_\_\_\_\_

**Description of Contract:** \_\_\_\_\_

As required by Section 22.1-296.1 Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding this person.

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

\_\_\_\_\_

**Printed Name and Title of Person Making Certification**

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**RFP 2024-12**  
**GRANT EVALUATION SERVICES**

**Pricing Form**

**BASIS OF BID**

WPS GRANT EVALUATION SERVICES

\$\_\_\_\_\_ANNUALLY