

**PETERSBURG CITY PUBLIC SCHOOLS
PROCUREMENT DEPARTMENT
PETERSBURG, VIRGINIA
Request for Proposals**

RFP Number:27-004

Title:..... Professional Accounting Services

Issue Date:..... September 15, 2026

Proposals Due No Later Than:October 15, 2026, 4:00 P.M.

Location for Receipt of Proposals:Petersburg City Public Schools Procurement
255 South Boulevard East
Petersburg, VA 23805-2700

Electronically available at: Virginia Business Opportunities

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Lorie Newton, NIGP-CPP, CPPO, CPPB, by email to newtlw@outlook.com. Inquiries must be received at least seven (7) business days prior to the due date (October 8, 2026) in order to be considered. Contact initiated by a bidder/proposer concerning this solicitation with any other School board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/proposer from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Please refer to Clause 6 of the General Terms and Conditions:

Minority-Owned Business: ☐Yes ☐No **Petersburg Business:** ☐Yes ☐No

Women-Owned Business: ☐Yes ☐No **Small Business** ☐Yes ☐No

Service Disabled Veteran-Owned Business ☐Yes ☐No

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit qualified firms with experience in providing Professional Accounting Services for Petersburg City Public Schools ("PCPS"). Petersburg City Public Schools (PCPS) seeks proposals from qualified firms to provide comprehensive accounting services, including financial close support, audit preparation and liaison, grant accounting, reconciliations, and internal control enhancement to ensure timely, compliant, and accurate financial reporting.

It is the School Board's intent to establish a requirements contract for these services. The School Board prefers to award one contract for all services; however, the right is reserved to make multiple awards.

II. BACKGROUND

PCPS serves the needs of public education in the City of Petersburg, covering approximately 23 square miles, with a residential population of more than 33,000. The district operates 9 school buildings throughout the City, which includes Pre-K, elementary, middle and high schools. The district currently has approximately 4,200 students.

Petersburg City Public Schools is strengthening its financial operations, moving current accounting support work to a competitively solicited professional services contract to ensure continuity, quality, and value. PCPS has a need for improved reconciliations, timely close processes, documentation, and coordinated support for state/federal reporting and monitoring. PCPS also anticipates ongoing grant compliance, budget development cycles, and coordination with the City of Petersburg on financial reporting.

III. SCOPE OF WORK/SPECIFICATIONS

The selected firm will provide on-site and remote support as needed across the following service areas. Offerors may propose a staffing plan that blends senior oversight with specialized functional support.

A. SERVICE AREAS

- Monthly and Year-End Close
- Execute monthly close procedures including journal entries, reconciliations, and variance analysis
- Prepare monthly close package including trial balance, account reconciliations, and variance explanations
- Support year-end close process and Annual School Report (ASR) preparation
- Coordinate with City Finance on required reporting and intergovernmental transactions
- Audit Preparation and Liaison
- Prepare audit-ready workpapers and supporting schedules

- Serve as primary liaison with external auditors
- Coordinate responses to audit inquiries and information requests
- Support resolution of audit findings and implementation of recommendations
- Maintain audit file documentation
- Grants and Compliance Accounting
- Maintain grant accounting records for all state and federal grants (Title I, Title II, IDEA, etc.)
- Prepare grant reconciliations and reimbursement packages
- Ensure compliance with federal Uniform Guidance (2 CFR 200) and state grant requirements
- Support grant monitoring visits and compliance reviews
- Coordinate Required Local Match (RLM) documentation and reporting
- Policy, Process, and Internal Controls
- Document accounting policies, procedures, and Standard Operating Procedures (SOPs)
- Assess current internal controls and recommend improvements
- Implement control enhancements to address identified weaknesses
- Support segregation of duties and approval workflows
- Provide training and guidance to PCPS staff on accounting procedures
- Budget Support and Reporting
- Prepare monthly budget-to-actual reports for board presentation
- Support annual budget development process
- Provide financial analysis and projections as needed
- Coordinate with departments on budget monitoring and variance explanations
- Systems and Data
- Maintain chart of accounts and general ledger structure
- Support financial system maintenance and optimization
- Ensure data integrity and accuracy across financial systems
- Coordinate bank reconciliations for all accounts (General, Payroll, CIP, Sweep)
- Support integration between financial systems and ancillary platforms

B. DELIVERABLES AND TIMELINES

Required Deliverables:

- Written monthly close package (trial balance, reconciliations, variance analysis) delivered by the 15th of the following month
- Annual School Report (ASR) and Required Local Match (RLM) compliance documentation
- Audit-ready workpapers and supporting schedules prior to annual audit fieldwork
- Grant reconciliations, reimbursement packages, and compliance reports for all active state and federal grants
- Written policies, procedures, and Standard Operating Procedures (SOPs) for key accounting functions
- Monthly budget-to-actual reports for board presentation

- Bank reconciliations for all accounts completed monthly
- Written internal controls assessment and remediation plan within 90 days of contract start
- Quarterly progress reports to the CFO
- Knowledge transfer plan and documentation for internal staff

Performance Timelines:

- Services commence: as soon as practicable following award
- Initial assessment and emergency stabilization items: within 30 days of contract start
- Internal controls assessment and remediation plan: within 90 days of contract start
- Monthly close cycle to be completed and package delivered by the 15th of each following month
- Year-end close and ASR support: aligned with Virginia Department of Education (VDOE) submission deadlines
- Audit preparation: prior to and throughout annual audit fieldwork (typically October–January)
- Grant compliance deliverables: per federal/state grant deadlines and reimbursement schedules

C. MINIMUM QUALIFICATIONS OF OFFERORS

- CPA firm or consulting firm led by CPAs with K-12 public sector experience
- Demonstrated experience with school division grants accounting and external audits
- Experience establishing monthly close disciplines and control frameworks
- Adequate bench strength to provide continuity and surge capacity
- Knowledge of Virginia school division financial reporting requirements (ASR, RLM, etc.)
- Familiarity with federal Uniform Guidance (2 CFR 200) and grant compliance requirements

IV. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals can be submitted through eVA and additionally in hard copy - one (1) original, (1) electronic copy via USB Drive, one (1) redacted copy and electronic redacted copy on USB (if invoking § 2.2-4342F and providing Attachment D) and **four** hard copies, marked **COPY** will be received until, but no later than the date and time specified on the cover sheet, in:

Petersburg City Public Schools Procurement Department
 255 South Boulevard East
 Petersburg, Virginia 23805-2700
 Monday-Friday 8:30 a.m. – 5:00 p.m.

2. Mark the outside of the envelope with **RFP# 27-004** and proposal subject, **“Professional Accounting Services”**
3. It is the sole responsibility of the offerors for ensuring that their proposals are

stamped by Procurement Department personnel before the deadline indicated in Paragraph A of these instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the School Board from requesting additional information at any time during the procurement process.

4. In the event that Petersburg City Public Schools government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
5. If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Department at (804) 732-0510, three working days prior to need.
6. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
7. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
8. Proposals shall **not be accepted** via fax or email.
9. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.petersburg.k12.va.us

B. **Submittal Format**

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the School Board.
3. The School Board encourages proposals that provide innovative alternatives to addressing the School Board's existing needs as described in the solicitation.

Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. **The School Board is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an offeror after the deadline for submission of the proposal identified in Section IV(A)(1) above. Notwithstanding the preceding sentence, the School Board may, in its sole discretion, consider and/or negotiate such submissions.**

4. Detailed Submittal Format

- a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
- b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.
- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the School Board's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the School Board's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of three references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The School Board reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the School Board.

V. **TERMS AND CONDITIONS**

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Petersburg City School Board Procurement Department (or pursuant to delegated purchasing authority) as public bodies are defined in *Code of Virginia* Section 2.2-4301, as amended, including any

agencies, boards, authorities, schools, or other entities for which the Petersburg City School Board Procurement Department acts as purchasing agent. The term "School Board" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

A. **GENERAL TERMS AND CONDITIONS**

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at: www.petersburg.k12.va.us. Each offeror is responsible for obtaining all addenda posted at the Procurement Department website and on eVA. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the School Board's fiscal year, are subject to approval and ratification by the Petersburg City Public School Board and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The School Board and Contractor bind themselves, and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the School Board. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the School Board, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the School Board and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the School Board and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The School Board shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the School Board to the Contractor pursuant to this contract. The School Board's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
5. **Change Orders:** Change orders must be approved by the School Board prior to work being performed.
6. **Contract Execution:** Though the term "School Board" is defined herein to include distinct

entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.

7. **Contractor Background Checks:** In order to preserve the integrity and security of School Board government operations, contract workers will be required to undergo a criminal background check conducted by the Contractor and certification provided to the School Board. Contract workers providing goods, services or construction in designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Petersburg City Public Schools.
8. **Contractor's Authorization to Transact Business:** In accordance with *Code of Virginia* Section 2.2-4311.2, as amended, any offeror 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 offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its 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 proposal a statement describing why the offeror is not required to be so authorized. This information shall be provided on Attachment A titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The School Board may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. SEE ATTACHMENT A.
9. **Copyrights or Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Petersburg City Public Schools, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
10. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the School Board may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the School Board for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the School Board may have.
11. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision

only applies to contracts valued in excess of \$10,000.

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

12. Employment Discrimination: (*Code of Virginia* Section 2.2-4311, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. 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.
 - ii. 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.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. Environmental Management Procedures: The Contractor shall follow all federal, state and local environmental and safety laws and regulations. Proposal pricing shall include all costs associated with controls, permits and training to ensure regulatory

compliance and to protect human health and the environment.

14. **Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended) The School Board does not discriminate against faith-based organizations.
15. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the School Board.
16. **Form of Agreement:** It is the School Board's intent to utilize the Service Agreement included in ATTACHMENT B to execute the final agreement between the School Board and the Contractor. Except where otherwise prohibited by law, the Offeror shall note in the proposal response any exceptions to the terms and conditions of the RFP or the Service Agreement.
17. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Petersburg City Public Schools.
18. **Indemnification:** The Contractor shall hold harmless and indemnify the School Board, its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the School Board is prohibited from indemnifying the Contractor, subcontractors, or any third party beneficiaries of the contract(s).
19. **Invoices:** Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The School Board's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
20. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the School Board given in the same manner and form as the original signing of the contract.
21. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the School Board, the School Board shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of *Code of Virginia* Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the School Board, take the following actions:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the School Board and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
22. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over

these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

23. **Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.
24. **Quality Expectation Statement:** The School Board, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the School Board fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services.
25. **References:** If requested, the offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The School Board may contact all references furnished by offerors. The right is further reserved by the School Board to contact references other than, and/or in addition to, those furnished by the offeror.
26. **Sensitive Information Handling:** Any information in the possession of the School Board which is specific to an employee, student, citizen, School Board business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from School Board facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the School Board facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the School Board's department head, if any, and the specific entity's information systems technology department manager or director.
27. **Taxes:** The School Board is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the School Board for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the School Board on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.
28. **Termination:** It shall be the sole right of the School Board to terminate the contract upon written notification to the Contractor.
29. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the

School Board may:

- a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The School Board may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
- b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the School Board, the Contractor shall not be entitled to receive any further payment from the School Board until completion of the work has occurred. After completion of the work, the School Board shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the School Board to complete the work. If the cost incurred by the School Board to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the School Board and, instead, the Contractor shall pay to the School Board the difference between the unpaid balance due and the School Board's cost to complete the work.

30. **Unauthorized Aliens:** (*Code of Virginia* Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
31. **Vendor Rewards/Gift Programs:** It is the policy of the School Board not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the School Board. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the School Board.
32. **Waiver of One Breach Not Waiver of Others:** No waiver by the School Board or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

B. **SPECIAL TERMS AND CONDITIONS**

1. **Contract Term/Contract Renewal/Contract Extension**

a. **Contract Term**

The initial term of this contract shall be effective from date of award for a period of one year.

Contract Renewal

This contract may be renewed by the School Board for four (4) additional

successive one year terms under the terms and conditions of the original contract. Upon a determination by the School Board to renew this contract for an additional term, written notification will be given to the Contractor.

Any price increases for renewal terms shall be negotiated annually based on the following:

- i. The contract price(s) for the renewal year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Offices of certified public accountants-Other accounting services, not seasonally adjusted Series ID PCU541211541211A category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi>
 - ii. If during any subsequent renewal periods, the School Board elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the Offices of certified public accountants-Other accounting services, not seasonally adjusted Series ID PCU541211541211A category of the Producer Price Index (PPI), of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. The source for this index shall be the following: <http://www.bls.gov/ppi>
2. **Information Security General Protection:** The Contractor will develop, implement, maintain, and use commercial best practices, including appropriate administrative, technical, and physical security measures, to preserve the confidentiality, integrity and availability of School Board data (as that term is defined in the Service Agreement) received from, or on behalf of a School Board employee, student, citizen, or City business function. These measures will be extended to all subcontractors used by the Contractor.
 3. **Insurance Requirements:** **The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the School Board will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the School Board. The certificate of insurance does not need to accompany the proposal.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the School Board from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the School Board, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the

Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the School Board's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the School Board, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the School Board may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.
- c. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- d. Umbrella Liability in excess of Commercial General Liability and Automobile Liability: \$2,000,000 per occurrence and in the aggregate. Such umbrella or excess policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the School Board as an additional insured), Business Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess liability will drop down over a reduced or exhausted aggregate limit of the underlying insurance.
- e. Professional Liability/Errors & Omissions: \$2,000,000 Combined Single Limit per occurrence.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

Must reflect that the Commercial General Liability policy names Petersburg City Public Schools, their officers, employees, and agents, as an additional insured by

endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of Petersburg City Public Schools for this policy period.

- f. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the School Board;
- g. Must have an authorized signature;
- h. The Certificate Holder should be listed as:

Petersburg City Public Schools
c/o Dr. Matthias Greywoode
255 South Boulevard East
Petersburg, VA 23805

- 4. **Negotiating Contract Reductions:** The School Board reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the School Board at the time of contract execution/issuance of the purchase order. The School Board may initiate such negotiations whenever the School Board determines that it is in the School Board's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the School Board may terminate the contract/purchase order immediately and without penalty if the School Board is unable to renegotiate the compensation with the Contractor to an amount which the School Board determines to be appropriate.
- 5. **Ownership of Documents:** All documents furnished to the School Board by the Contractor pursuant to this solicitation, including but not limited to drawings, specifications, intellectual property, and reports, including those in electronic form, shall become the sole property of the School Board upon payment for the services incurred to produce such documents. Upon award of a contract, the Contractor shall grant and assign to the School Board all rights to all documents for future use by the School Board, with or independent of the Contractor. These provisions shall survive cancellation, termination, or completion of the work.
- 6. **Quality Commitment:** Petersburg School Board has adopted best management practices to ensure the highest quality of products and services are provided to its citizens. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.

To satisfy these requirements, the offeror must demonstrate their firm's commitment to best management practices and providing services with the highest possible level of quality throughout all phases of work. Proposals must demonstrate, at a minimum, (1) a complete understanding of the processes utilized within the organization to ensure quality and (2) graphical demonstrations that outline quality

and process management within the organization and how they relate with sub consultants and with the owner. This criteria shall not be satisfactorily met by indicating that the firm has a quality control process or manual that meets the goals that have been established by the School Board. The response to quality must be deliberate and contain sufficient evidence that the firm has adopted quality and best management practices as an integral part of the organization. As a part of the response to this request, offerors shall demonstrate the following:

- a. Show the organization's design process, e.g. process map, flow charts.
 - b. Show cycle time for process, e.g. Gantt chart, milestone chart.
 - c. Show historical data on budget and change orders, e.g. Pareto charts identifying the reasons for all change orders and frequency of occurrence.
 - d. Demonstrate processes in place to recognize, track and analyze project change orders due to errors and omissions (including those caused by any sub consultants) and discuss how these processes are utilized to minimize future occurrences.
 - e. Demonstrate customer satisfaction data, e.g. indicate that there are systems in place allowing for a proactive approach to collecting customer satisfaction data. Demonstrate how this data is collected and analyzed and what actions are taken on the data results.
7. **Contact with Students:** As required by Code of Virginia, Section 22.1-296.1, as amended, Offerors who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense 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.
8. **Invoices:** (for work performed under time and materials contracts): Invoices for services ordered and completed shall be submitted by the Contractor to the Bill to address shown on the School Board's purchase order. All invoices shall show the purchase order number, the name of the person placing the order, the work description, and contract price as applicable. The Contractor shall submit with the invoice all pertinent documentation, i.e., number of actual labor hours and cost per hour, itemized list of all materials used on job with corresponding supplier invoices or stock withdrawal sheets, all of which must be referenced with the same job number. The School Board's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the labor/materials as described in the contract.
9. **Negotiating Contract Reductions:** The School Board reserves the right, at any

time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the School Board at the time of contract execution/issuance of the purchase order. The School Board may initiate such negotiations whenever the School Board determines that it is in the School Board's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the School Board may terminate the contract/purchase order immediately and without penalty if the School Board is unable to renegotiate the compensation with the Contractor to an amount which the School Board determines to be appropriate.

10. **Submittals:** If requested, the Offeror shall submit the following information to the School Board within seven days of notification:

- a. a designation of the work to be performed by the Offeror with his own forces;
- b. a list of names of the subcontractors or other persons or entities proposed for the principal portions of the work;

Prior to the award of the contract, the School Board will notify the Offeror in writing if the School Board, after due investigation, has reasonable objection to any such proposed person or entity. If the School Board has reasonable objection to such proposed person or entity, the Offeror may submit an acceptable substitute person or entity.

The School Board may, at its discretion, accept the substitution, or may disqualify the Offeror. In the event of disqualification under this sub-paragraph, bid security will not be forfeited.

VI. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
1. Demonstrated ability to comprehensively perform all services detailed in the RFP	20
2. Offeror's approach/methodology employed in performing accounting services.	20
3. Overall Qualifications and capacity of the firm to perform the services required.	20
4. Experience and qualifications of the proposed personnel assigned to provide the services, to include experience administering contracts for local governments, school and political subdivisions in similar size and scale to Petersburg City Public Schools.	20
5. Proposed schedule for performing services indicating the ability to meet required deadlines.	20

VII. AWARD PROCEDURE

The School Board shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required professional services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the School Board may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the School Board shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the School Board can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the School Board may award contracts to more than one offeror. Should the School Board determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

ATTACHMENT A

Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

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

_____ **-OR-**

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

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

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the School Board reserves the right to determine in its sole discretion whether to allow such waivers): ☐

ATTACHMENT B – Sample Service Agreement
SERVICE AGREEMENT # _____ FOR RFP 27-004

THIS AGREEMENT, entered into as of this _____ day of _____, 20____
("effective date"), by and between Petersburg City Public Schools, Petersburg, VIRGINIA ("School Board"), a political subdivision of the Commonwealth of Virginia and [insert Contractor name], ("Contractor").

W I T N E S S E T H :

WHEREAS, by Request for Proposal No. **RFP27-004** (the "RFP"), the School Board solicited interested firms to submit proposals for Professional Accounting Service

WHEREAS, Contractor has represented to the School Board that it is fully capable of performing the services described in this Agreement, and the School Board has relied on such representation to select Contractor to provide the services; and

WHEREAS, the School Board and Contractor now desire to enter into an agreement setting forth their rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties agree as follows.

1. **Scope of Services.** Contractor shall furnish all labor, materials and services necessary to satisfy the requirement of the School Board as set forth in the RFP, this Agreement, and any additional services described in the Contractor's proposal entitled "[insert title of proposal response]" dated [insert date of Contractor's proposal] and any revisions thereto, hereinafter referred to as "Proposal". The work to be performed by the Contractor is described in detail in the RFP and the Proposal, and shall be referred to collectively as the "Services". Contractor represents that it will perform the Services in accordance with generally accepted professional standards, and will provide the School Board with the best possible advice and consultation within Contractor's authority and capacity. In the event of any conflict between the terms of the document originating from the School Board ("School Board Document", including the RFP, this Service Agreement, and Exhibits X, X, and

X), and a document originating from the Contractor ("Contractor Document", including the Proposal and Exhibits X, X, and X), the terms of the School Board Document shall control.

2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the School Board in the event any such license or permit expires, terminates or is revoked.

3. School Board's Obligations. The School Board shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to the School Board and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. The School Board shall designate a person to act as the School Board's contact with respect to the Services. The School Board's representative shall have the authority to transmit instructions, receive information and interpret and define the School Board's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between the School Board and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. Contract Terms. The initial term of this contract shall be for a period of one year. This contract is renewable at the sole discretion of the School Board for four additional terms of one year each.

6. Compensation. The School Board shall pay Contractor, provided that Contractor performs to the satisfaction of the School Board, fee(s) as follows: _____

7. Time of Payment. Contractor shall submit invoices in accordance with the schedule outlined above. The School Board shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts that the School Board will not pay any finance charges imposed on any invoices submitted

by the Contractor for services performed under this Agreement. If the Agreement is terminated by the School Board and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall have no right to claim payment due for services performed but uncompensated at the time of termination provided that the School Board is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by the School Board of inadequate services.

8. Non-Appropriations. The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Petersburg City Public School Board and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. Termination. It shall be the sole right of the School Board to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the School Board and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The School Board shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by the School Board to the Contractor pursuant to this Agreement. The School Board's

employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

11. Insurance. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the School Board from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the School Board, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Petersburg City Public Schools as an additional insured for general liability and excess liability coverage. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the School Board's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Agreement. The Contractor shall maintain during the initial term, and any additional terms of this Agreement, the following equivalent coverage and minimum limits:

- (a) [Include information from RFP or final negotiated coverages/limits]
- (b)
- (c)

12. Confidentiality. Unless expressly authorized by the School Board, Contractor, its officers and employees, shall not divulge to anyone other than School Board officials in either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of Petersburg City Schools data released to Contractor under this Agreement through the use of necessary and appropriate security and technical controls.

13. When Rights and Remedies Not Waived. In no event shall the making by the School

Board of any payment to Contractor constitute or be construed as a waiver by the School Board of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the School Board while any such breach or default exists shall not impair or prejudice any rights or remedies available to the School Board in respect to such breach or default.

14. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of 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 Contractor, will state that Contractor is an equal opportunity employer.

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

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

15. Drug Free Workplace. During the performance of this contract, the Contractor agrees to:

(a) Provide a drug-free workplace for the Contractor's employees.

(b) 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.

(c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For 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 in accordance with this chapter, the employees of who 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.

16. Hold Harmless. Contractor shall indemnify, defend and hold the School Board, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement or an Order or arising out of Contractor’s negligent or intentionally wrongful acts or omissions. As a matter of law, the School Board is prohibited from indemnifying Contractor, subcontractors, or any third party beneficiaries of the Agreement.

17. Governing Law. Contractor and the School Board agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor and the School Board further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the **City of Petersburg** to the express exclusion of any otherwise permissible forum.

18. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the SCHOOL BOARD:

Petersburg City Public Schools Finance Director

Attn.: Matthias Greywoode

255 S Boulevard

Petersburg, VA 23805

If to the CONTRACTOR:

Name of Contractor

Attn.: name of Contractor contact

Address

City, State Zip

19. Assignment. This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies the School Board of such assignment and the School Board does not object in writing within 15 days of receiving such notification

20. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

21. Subcontractors. The School Board reserves the right to reject any subcontractor selected by Contractor. The School Board shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the School Board prior to performing any work on the Project. Such approval will not be unreasonably withheld.

22. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative

regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse the School Board for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the School Board may be required to pay the same or any part thereof.

23. Independent Contractor. Contractor's relationship with the School Board shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and the School Board will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the School Board.

24. Environmental Management. Contractor shall be responsible for complying with all federal, state, and local environmental regulations, if any.

25. Unauthorized Aliens. In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the School Board and Contractor have executed this Agreement as of the date first written above.

PETERSBURG CITY PUBLIC SCHOOLS, VIRGINIA

By: _____
Yolonda Brown

Title: Superintendent

Date: _____

[CONTRACTOR NAME]

By: _____

Printed Name

Title: _____

Date: _____

Exhibit X – [Description]

Attachment C – Proprietary/Confidential Information Identification

As indicated in General Term and Condition 25. Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a Offeror, 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 Offeror, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.**" **If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.**

The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: _____ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.
Date

Signature: _____ Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

Use continuation sheet(s) if necessary