



**Management Services**

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**REQUEST FOR PROPOSAL**

**CCADM 009-FY26**

**Legal Services - Request for Proposal**

The intent of this Request for Proposal is for Campbell County Public Schools to invite proposals from qualified firms for legal services.

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DUE DATE & TIME: 2:00 P.M. Friday July 17, 2026 (local time)

RFP NUMBER: CCADM 009-FY26


ACCEPTANCE PLACE: <https://eva.virginia.gov> &

Management Services – Central Purchasing  
Haberer Building  
47 Courthouse Lane, Suite 3  
Rustburg VA 24588

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

Karen M. Bobbitt  
Purchasing Agent  
[kmbobbitt@co.campbell.va.us](mailto:kmbobbitt@co.campbell.va.us)

  
\_\_\_\_\_  
Dr. Clayton Stanley, Superintendent

  
\_\_\_\_\_  
Date

## REQUEST FOR PROPOSAL

### **PROJECT PURPOSE**

Campbell County Public Schools (CCPS) is seeking qualifications for legal services from certified, competent, and fully capable firms with substantiated successful experience in various disciplines as described herein with educational institutions and/or organizations. CCPS anticipates entering into a three (3) year agreement subject to annual renewal thereafter.

### **PROJECT BACKGROUND**

CCPS is a medium-sized school district with approximately 1,400 employees and 7,200 students. The district operates a total of twenty instructional and non-instructional facilities.

### **SCOPE OF SERVICE**

The selected law firm will be expected to provide professional legal services to CCPS during the entire year on an as-needed basis and to attend School Board meetings as needed. Various issues may arise during the normal course of business involving the need for professional services on matters requiring guidance and advice from the previously mentioned legal professional.

The selection process will include an assessment of the firm's experience, expertise, and ability to address and provide the list of services as identified in the Qualifications and Experience sections, which are representative but not exhaustive, of legal services which may be required by CCPS. It is anticipated CCPS will require legal services not to exceed 20-35 hours per month. However, please note, these numbers are provided as an estimate only; nothing in this solicitation is to be construed as to ensure any pre-determined amount of work or payment will be provided to any successful proposer(s).

The district reserves the right to negotiate fees with the selected legal firm.

### **QUALIFICATIONS**

Respondents to this Request for Proposal (RFP) are required to demonstrate and include with their submissions to this RFP, a full and complete law firm profile, to include, but not be limited to: the date of establishment, admission to the State and Federal courts in Virginia, mission statement, firm location, type and confirmation of your firm's legal entity form, law firm's organizational structure/chart, principals names and titles, firm size in relation to industry, number of employees, law firm's history, financial position, and all relevant current and past experience on similar projects.

Please describe in detail your law firm's overall legal expertise and the law firm's management and organizational capabilities, particularly regarding staff, resources, and capacity to respond to critical time and complex scope requirements on short notice. Please include an overview of your firm including the number of years the members of your firm have been providing legal services for public school districts in Virginia.

### **EXPERIENCE WITH VIRGINIA PUBLIC SCHOOLS PREK-12:**

The proposer must demonstrate the capability to perform legal services needed and possess the integrity and general reputation of a reliable law firm. Explain in detail your legal expertise and

experience in the PreK-12 sector for the most common areas of practice relating to public school districts, including but not limited to the list below; proposers should indicate clearly which services your firm can provide and which it cannot.

**SCHOOL LAW:**

- Virginia School law
- Student discipline law
- Family Educational Rights & Privacy Act (FERPA)
- Open Meetings Act and Open Records Act
- Advise on Freedom of Information Act (FOIA), subpoenas, and court orders
- School District governance, development of Board policies, Board bylaws and administrative regulations
- In-service education for Board, administrators, and staff on pertinent areas of school law
- Awareness of parliamentary procedures
- Title IV, Title IX, and non-discrimination law

**FINANCE:**

- School finance issues
- Intergovernmental contracts and relations
- Competitive bidding process
- State of Virginia procurement laws and regulations
- Governmental contracting, bidding, construction, and procurement issues

**EMPLOYMENT:**

- Employment contracts and other related employment and personnel matters
- Americans with Disabilities Act, Section 504, and other state and federal laws relating to discrimination and accommodation in public schools (Employees)
- Civil Rights, free speech, and other state and federal constitutional law issues

**OVERALL:**

- Respondents should be located reasonably close to Campbell County
- Litigation experience including trials with jury and non-jury in courts of Campbell County and adjoining jurisdictions in manners involving school related issues such as contracts, eminent domain, special education, torts, negligence, other types of cases in which schools may be involved, and at all levels of state and federal courts

**SPECIAL POPULATIONS (OPTIONAL):**

- Americans with Disabilities Act, Section 504
- Individuals with Disabilities Education Act (IDEA)
- Other state and federal laws relating to discrimination against students and their accommodation in public schools

**FIRM PHILOSOPHY & GUIDING PRINCIPLES:**

Provide an overview of your firm's legal service philosophy and guiding principles including unique accomplishments, examples of excellence, and proactive services provided.

**CAPACITY:**

Describe your firm’s ability to provide services in a timely fashion.

- Include a description of your staffing and identify the area of each professional and/or legal responsibility.
- Provide an organizational flowchart mapping each professional proposed to serve the CCPS account.
- Describe your firm’s familiarity with the services required by a Virginia school district.
- Provide overall capabilities, qualifications, training, and areas of expertise and resumes for each of the professionals of the firm that may be assigned to work with CCPS including for all attorneys, their admission to the State Bar of Virginia. The legal firm must have no conflict of interest in representing the Campbell County School Board.
- Depth and breadth of experience and expertise possessed by the members of the legal firm and the stability of the firm.
- Accessibility of the attorneys and their capability to perform legal services promptly and in a manner that permits CCPS and staff to meet established deadlines and to operate in an effective and efficient manner.
- Degree to which firm and individual attorneys stay current through continued professional development and active communication with members of the school law field.
- Provide copies of industry licenses, certifications, and membership documents for each individual attorney to be assigned to CCPS including trial and appellate level experience and results.

**SUBMISSION OF PROPOSALS:**

This section provides information about how the RFP should be structured and includes specific items that must be addressed. Also included are questions which must be answered in order for the firm to be considered. Each proposal should be constructed according to the format provided. **Submissions that do not conform to the specified format will be rejected.**

Proposals shall be accepted through eVA, the Commonwealth of Virginia’s electronic procurement system (<https://eva.virginia.gov>), no later than 2:00 P.M., local prevailing time, on Friday, July 17, 2026. Suppliers must be registered in eVA to submit an electronic response. Registration is free of charge.

Additionally, one (1) unbound paper copy and one (1) digital copy of the proposal are to be returned in a sealed package marked “**CCADM 009-FY26 CCPS Legal Services RFP**”. Sealed proposals will be received via FedEx, UPS or hand delivered no later than 2:00 P.M., local prevailing time **July 17, 2026**, at Management Services – Central Purchasing Office, 47 Courthouse Lane, Suite #3, Rustburg, Virginia 24588.

As required under the Virginia Public Procurement Act (VPPA) § 2.2-4303, effective January 1, 2025, suppliers must be registered in eVA when the local public body:

1. Accepts both electronic and paper responses.
2. Awards a contract to a supplier that has submitted a paper response.
3. Conducts post-award actions in eVA.

Even if a vendor submits a paper response, they are still required to be registered in eVA before a contract can be awarded to them. Failure to comply with eVA registration requirements may result in disqualification of a submitted proposal.

*Note to Vendors:*

First-time vendors are encouraged to complete their eVA registration early to avoid delays in the procurement process. Registration is free and can be completed at <https://eva.virginia.gov>.

All proposals submitted shall be valid for a minimum period of 120 days following commencement of offeror discussions. Proposals may be modified or withdrawn only upon written request from the offeror prior to the official deadline for receipt of proposals.

**PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as possible so that CCPS may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal.

**Cover Letter**

**Table of Content**

**Executive Summary**

**Authorized Signature (Attachment A)**

If the proposal is submitted for an individual, it shall be signed, and the full name and address shall be given. If it is submitted for a firm, or partnership, it shall be signed with the co-partnership name or by a principal of the firm who shall sign his/her own name, and the name and address of each member shall be given. If incorporated, a Certificate of Incorporation from the Secretary of State must also be presented to CCPS prior to award of agreement. Subject to the provision regarding assignment, this agreement shall be binding on the administrators, successors, and assignees of the parties hereto.

**Economy of Preparation**

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Please note in order to ensure CCPS can identify the firm's specific response to the solicitation, the following information is requested in preparing a response to this RFP. In addition, a cover letter, table of content, and an executive summary is required.

**Firms Are Required To:**

Provide a description of the firm's qualifications, including general information and a brief history of its incorporation, and prior experience within the last five (5) years. Include a statement about firm's ability to expand services and any other information that may be beneficial to CCPS in evaluating the firm's qualifications and experience.

Comment on your firm's ability to perform as related to current workload, availability of qualified personnel, and the availability of equipment and facilities. Provide documentation supporting key personnel in the firm as related to technical training, education, and experience.

Describe your firm's expectations in returning calls from authorized Division employees.

A list of at least three (3) clients (including names, addresses, email, and telephone numbers) for which the firm has provided legal services shall be included within this section of the statement of qualification. Please complete Attachment D for this purpose. (This attachment may be reproduced as required) CCPS may contact any or all of the references at its discretion.

Please disclose your firm's financial condition and, if possible, provide the latest annual report or financial statement for the last two years. Figures must be in U.S. dollars.

Please disclose any current working relationship you or your firm may have with existing school board members or senior staff (Superintendent, Assistant Superintendent, Chief Financial Officer, and Directors).

**Management Reports**

This section requires a description of any management reports, including, but not limited to, invoicing which will be provided to CCPS. Please attach examples of reports and describe any unique reports that can be customized to our specifications.

**Firm's Addendum (Optional):**

This section is provided for the submission of any additional information not included elsewhere and considered to be pertinent to the evaluation of the RFP.

**Implementation Plan:**

Please outline a proposed implementation plan clearly indicating steps to be taken beginning at the start of the contract period, through contract completion including points of contact, rules of engagement, invoicing, etc.

**Attachments:**

In addition to the previously mentioned required information, the following attachments must be completed and returned:

Signature Form	Attachment	A
Certification Form	Attachment	B
Proprietary Information Form	Attachment	C
References	Attachment	D
SCC Form	Attachment	E
§ 22.1-296.1, Code of Virginia, Affidavit	Attachment	F
Fee Schedule	Attachment	G
Contract Award Form	Attachment	H

**Late:**

Late proposals will be accepted; but will not be considered for this project, however they may be filed for future requirements.

**Facsimile:**

Facsimile qualifications will not be accepted.

**Opening:**

There will not be a public opening; however, firms submitting qualifications for consideration will be notified of receipt of proposal and the results.

**EVALUATION CRITERIA**

Evaluations of proposals will be based on, but not limited to the following criteria:

- Service pricing, quality, and availability.
- Value added considerations and benefits to CCPS.
- The quality of service, personnel, and facilities of the firm's organization, as determined solely by CCPS.
- The firm's relevant experience, qualifications, and success in providing a service of the type described in this document.
- The firm's reputation for quality service and problem solving within the marketplace.
- The agreement terms proposed by the firm that would govern any contract relationship with CCPS.
- The firm's capability to provide the services requested in a timely manner as agreed upon.
- The firm's financial stability.
- The firm's location in relation to Campbell County.
- The firm's litigation experience in Campbell County and adjoining jurisdictions.
- The firm's references from other educational institutions/commercial accounts.
- Any other factors relevant to the firm's capability and willingness to satisfy CCPS.

**SELECTION PROCEDURE**

Following the evaluation of the Statement of Qualifications (SOQ), interviews with shortlisted firm(s) may take place and contract negotiations will ensue with the preferred firm(s). The primary goal of this RFP is to ensure CCPS obtains the highest quality of legal services at a reasonable cost.

**AWARD OF CONTRACT**

The contract award shall be the sole discretion of CCPS on the recommendation of the Selection Committee and based upon the evaluation of all the information received from the evaluation panel. CCPS reserves the right to reject any and all proposals in whole or in part and to waive any informality or technical defects if, in its sole judgment, the best interests of CCPS will be served.

**TERM OF CONTRACT**

CCPS anticipates entering into a three (3) year agreement, subject to annual renewal thereafter.

**INQUIRIES/CLARIFICATION OF TERMS**

It is the responsibility of each prospective offeror to inquire about and clarify any requirement of the Request for Proposal that is not understood. If any prospective offeror has questions regarding any of

the solicitation documents, the prospective offeror should contact the following, in writing, no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing.

General questions concerning the RFP may be referred to:

Karen M. Bobbitt

Purchasing Agent

[kmbobbitt@co.campbell.va.us](mailto:kmbobbitt@co.campbell.va.us)

**REQUEST FOR PROPOSAL**  
**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by Campbell County Public Schools, unless otherwise specified. In the event there is a conflict between any of these General Terms and Conditions and any Special Terms and Conditions of the contract, the Special Terms and Conditions shall apply.

The Management Services Office is responsible for the purchasing activity of Campbell County. The term "CCPS" as used herein refers to the contracting entity which is the signatory on the contract which will be Campbell County Public Schools. The Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offerors' own risk and except as provided by law.

All solicitations issued and contracts awarded by CCPS are governed by the provisions of the Virginia Public Procurement Act as set forth in the Code of Virginia.

- 1. COMPETITION INTENDED:** It is CCPS's intent that this solicitation permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than ten (10) business days prior to the deadline set for acceptance of the proposal.
- 2. CLARIFICATION OF TERMS:** If any Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Central Purchasing Office no later than five (5) business days prior to the date set for the closing of the Request for Proposals. Any revisions to the solicitation will be made only by addendum issued by Central Purchasing. Oral or other interpretations or clarifications will be without legal effect.
- 3. IDENTIFICATION OF OFFEROR'S ENVELOPE:** The signed Contract Award Form and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:  
**ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS**  
**RFP NUMBER**  
**TITLE OF REQUEST FOR PROPOSAL**  
**DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS (return address)**

If a Proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Proposal to be disqualified. Proposals may be hand delivered to the Central Purchasing Office. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF CCPS FORMS AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the Proposal.
5. **LATE PROPOSALS:** Any Proposal received at the Central Purchasing Office after the exact time specified for receipt of the Proposal is considered a late Proposal.

CCPS is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their Proposal reaches the Central Purchasing Office by the designated date and hour.

Late Proposals will be returned to the Offeror unopened, if solicitation number, acceptance date and Offeror's return address is shown on the container.

If CCPS closes its offices due to inclement weather, scheduled bid openings will be extended to the next business day, at the same time.

6. **PROPOSAL OPENING:** All Proposals will be opened at the time and place specified.
7. **ADDENDA:** By submitting a Proposal, the Offeror certifies that (i) they have made due inquiry of CCPS as to the existence of any addenda issued in connection with the Proposal solicitation documents, (ii) is satisfied they have received any and all such addenda and has taken the contents thereof into consideration when preparing and tabulating the Proposal; and (iii) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in their proposal based upon their failure to have received any one or more addenda.
8. **MODIFICATION OF PROPOSALS:** Unauthorized modification of, or any additions to any portion of the Request for Proposal may be cause for rejection of the Proposal.
9. **WITHDRAWAL OF PROPOSAL:** An Offeror for a contract other than for public construction may request withdrawal of their Proposal under the following circumstances:
  - a. A written request for the withdrawal of a Proposal or any part thereof will be granted if received by CCPS prior to the specified Proposal opening date and time.
  - b. Requests for withdrawal of Proposals after opening of the Proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor worksheets, etc.

- 10. PUBLIC INSPECTION OF PROPOSALS:** All submitted Proposals, accompanying data, materials or documentation will become the property of CCPS and will be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

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 Va. Code § [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.

**Failure to abide by the procedure in this subsection may result in disclosure of the offeror's information.**

- 11. TAX EXEMPTION:** CCPS is exempt from the payment of any federal excise or any Virginia sales tax. The Proposal price must be net, exclusive of taxes. Tax exemption certificates will be furnished by CCPS on request.
- 12. COUNTY BPOL LICENSING:** All firms with a business location in Campbell County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue at 434-332-9518.

### SPECIFICATIONS

- 13. BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. CCPS may consider other brands as substitutes if written evidence and other data submitted to CCPS by the vendor can satisfactorily substantiate equality. The CCPS representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts, and technical detail to enable CCPS to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a Proposal non-responsive. Unless the Offeror clearly indicates in its Proposal the product offered is an "equal" product, such Proposal will be considered to offer the brand name product referenced in the solicitation.

- 14. PRODUCT EVALUATION:** CCPS reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. CCPS reserves the right to reject the Proposal of any Offeror who does not pass such evaluation to the satisfaction of CCPS.

**15. FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the Offeror will be required to furnish articles in conformity with that specification.

**16. OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment/product list in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings.

**17. CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

**18. AWARD OR REJECTION OF PROPOSALS:**

a. CCPS shall award the contract to the Offeror, determined to be both fully qualified and best suited among those submitting proposals, as determined on the basis of the factors stated in this Request for Proposal, including price.

b. CCPS reserves the right to reject any and all Proposals, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of CCPS.

**19. QUALIFICATIONS OF OFFERORS:** CCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) or services, and the Offeror shall furnish to CCPS all such information and data for this purpose as may be requested. CCPS reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. CCPS further reserves the right to reject any Proposal if the evidence submitted by or investigations of such Offeror fails to satisfy CCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of CCPS.

**20. STANDARDS OF CONTRACT:** CCPS reserves the right to cancel and terminate a contract at any time, at the convenience of CCPS. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Offeror shall cease all deliveries or services unless advised by CCPS to do otherwise. In the event of termination, the offeror shall be compensated for those deliveries or services provided to the satisfaction of CCPS as of the date of termination as the sole remedy for cancellation.

**21. AVAILABILITY OF FUNDS:** Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, CCPS may terminate the contract without penalty, cost, or damage payment.

**22. INSURANCE:** If requested in the solicitation, the Offeror shall secure and provide insurance in at least the following amounts:

Automobile Liability Insurance:	\$1,000,000 combined single limit
General Liability Insurance:	\$1,000,000 occurrence limit \$2,000,000 general aggregate
Professional Liability (if appropriate):	\$1,000,000 occurrence limit \$2,000,000 aggregate

Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act.

Within 15 days after Notice of Award, the Offeror agrees to furnish a Certificate of Insurance naming Campbell County Public Schools as additional insured.

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better. The insurer shall provide 30 days written notice to CCPS before any cancellation or non-renewal of insurance coverage.

**23. INDEMNITY:** The Offeror shall indemnify and hold harmless CCPS, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of CCPS with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by offeror unless resulting from the sole negligence of CCPS or its officers, boards, commissions, agents or employees.

CCPS will not indemnify the offeror.

**24. PAYMENT TERMS:** Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is later.

**25. PAYMENT TO SUBCONTRACTORS:** Pursuant to the terms of Va. Code 2.2-4354, any contractor on a construction contract to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

Within seven days after receipt of amounts paid to the contractor by CCPS for work performed by the subcontractor under the contract the contractor must either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The contractor shall pay interest to any of its subcontractors on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from CCPS for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subparagraph b. above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month, and the contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

**26. EMPLOYMENT DISCRIMINATION:** During the performance of this contract the offeror agrees as follows:

- a. The offeror 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 offeror. The offeror agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror 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.
- d. The offeror will 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.

**27. DRUG FREE WORKPLACE:** During the performance of this contract, the offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror'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 place by or on behalf of the offeror that the offeror 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 an offeror 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.

- 28. NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith-based organizations or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- 29. ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- 30. LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.
- 31. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.
- 32. CONTRACT FORMATION:** The Offeror agrees to sign a contract drafted or approved by the County Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of this Request for Proposal shall constitute the terms of the contract and no provision of any response, bid, or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.
- 33. MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null, and void. In addition, CCPS may declare a Proposal that attempts to do so unresponsive and disqualified, in its sole discretion.
- 34. ASSIGNMENT:** The Offeror shall not assign this contract without the prior written consent of CCPS.

#### **OFFEROR REMEDIES**

- 35. PROTEST:** Offerors may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.
- 36. APPLICABLE LAWS AND VENUE:**
  - a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper

only in Campbell County General District Court or Campbell County Circuit Court. CCPS does not agree to arbitration.

b. The Offeror shall comply with all applicable federal, state, and local laws.

**37. CLAIMS PROCEDURE:** Contractual claims must be submitted to the CCPS in writing no later than ten (10) days after the time of occurrence or beginning of the work upon which the claim is based. The School Board will consider all facts provided to it in a format established by the School Board and render a decision within sixty (60) days of receipt of the claim. Failure to act by the School Board shall operate to relieve the offeror from the claims procedure and allow the offeror to file suit for relief.

**38. SEVERABILITY:** In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract 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.

**39. COOPERATIVE PROCUREMENT:** This procurement is being conducted by CCPS in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the offeror, other public bodies may utilize this contract. The Offeror shall deal directly with any public body it authorizes to use the contract. CCPS, its officials, and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Offeror and any other public bodies, and in no event shall CCPS, its officials, or staff be responsible for any costs, damages, or injury resulting to any party from use of a CCPS contract. CCPS assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Offeror may conduct such notification.

Rev.07/20

#### **SUPPLEMENTAL TERMS**

These Supplementary Conditions are to supplement, modify, or extend the provisions of the General Conditions to the extent hereinafter indicated.

#### **INSURANCE:**

The Offeror shall provide CCPS a certificate of insurance indicating the insurance coverage outlined in the Term and Conditions, Item #22. CCPS shall be named as additional insured. The insurance company needs to be identified for each coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best rating of A- or better.

Insurance provided in response to this proposal shall not contain language that allows defense costs to be subtracted from amounts available as coverage to the CCPS in the event of a claim, without alternative arrangements satisfactory to CCPS, to include a personal guarantee of the insured Offeror and a financial statement.

#### **APPLICATION FOR PAYMENT:**

CCPS agrees to pay to the Offeror for the satisfactory performance of the Agreement, subject to such

additions and deductions as are provided for in the specifications, in lawful money of the United States in conformity with their Proposal and according to the following method and schedule. Upon satisfactory completion of all work and testing under this Agreement and its acceptance by CCPS and upon submission by the Offeror of satisfactory evidence that all payroll, material bills, damage claims, and any other costs or claims whatever, incurred by the Offeror have been paid, CCPS shall make final payment within a period of thirty (30) days following receipt of invoice, of all monies accrued and due to the Offeror.

**ANTITRUST:**

By entering into a contract, the offeror conveys, sells, assigns, and transfers to CCPS all rights, title, and interest in and to all causes of the action it may now 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 CCPS under said contract.

**DEBARMENT:**

Vendors that participate in Invitations for Bids, Request for Quotes, and Request for Proposals are required to complete the Contractor Qualification Sheet as part of the required documentation. This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia.

Prior to making purchases from a vendor the County Purchasing Agent is required to check the Excluded Party List on Sam.gov to see if any prospective contractor or vender is barred from receiving government funds.

**ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request. The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

**ATTACHMENT A**

**SIGNATURE FORM**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **CCADM 009-FY26 CCPS Legal Services-RFP**.

My signature also certifies that the enclosed 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 Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended.

Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Campbell and Campbell County Public Schools, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Campbell and Campbell County Public Schools, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Campbell County Public Schools.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

FEIN \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Commonwealth of Virginia License to do Business # \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name/Title (please print) \_\_\_\_\_

Date \_\_\_\_\_

**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**ATTACHMENT B**

**CONTRACTOR PROPOSAL QUALIFICATION CERTIFICATE**

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any governmental entity/agency in the Commonwealth of Virginia.

---

Name of Official

---

Title

---

Signature/Date

---

Firm or Corporation

---

Business Address

---

Address cont'd

**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**ATTACHMENT C**

**NOTICE OF PROPRIETARY INFORMATION**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342. If none, indicate N/A and return:

Section Title	Page Number	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line-item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

A - This page contains information relating to "trade secrets" and "proprietary information" including processes, operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B - This page contains proprietary information including confidential, commercial, or financial information that was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).

C - This page contains proprietary information including confidential, commercial, or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**ATTACHMENT D**

**CONTRACTOR REFERENCE SHEET**

**1. CONTRACTOR:**

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>CONTACT NAME:</b>	

**2. YEARS IN BUSINESS:**

Indicate the length of time you have been in business providing this type of service:

Years:	Months:
--------	---------

**3. REFERENCES:**

Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person CCPS has your permission to contact: (Attach separate sheet if needed)

Client Name and Address:	Phone Number and Email:	Date(s) of Service:

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Company)

**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**ATTACHMENT E**

**\*SCC Requirement per the Virginia Public Procurement Act, VPPA**

§ 2.2-4311.2. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

- A. All public bodies shall include in every written contract a provision that 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 or as otherwise required by law.
- B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- C. Any bidder or offeror described in subsection B 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 Director of the Department of General Services or his designee or by the chief executive of a local governing body.
- D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter 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.
- E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**\*Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_  
-OR-

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

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the 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 bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned 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 (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**ATTACHMENT F**

**AFFIDAVIT CERTIFYING COMPLIANCE WITH § 22.1-296.1, Code of Virginia**

This is to certify that no employee who will provide services on the school properties of Campbell County and who is to have direct contact with students during regular school hours or during school-sponsored activities, has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of §19.2-392.02, Code of Virginia; or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child.

If an employee has been convicted of a crime that is not a crime as described above, and it was a misdemeanor or, if a felony, then one for which the employee has had his civil rights restored by the Governor, then the employee is not disqualified from this project, job, or transaction.

By signing below, you certify that all employees who will have direct contact with students during regular school hours or during school-sponsored activities meet these requirements.

\_\_\_\_\_  
Name of Company/Vendor

\_\_\_\_\_  
Signature of Contractor/Vendor Agent

\_\_\_\_\_  
Date

**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**ATTACHMENT G**

**COST PROPOSAL FORM**

The following hourly rates are proposed by the firm of \_\_\_\_\_  
 for applicable service areas and staff.

	General Representation	Special Projects	Municipal Court Rate	Litigation–Preparation Time	Litigation–Courtroom Time
Senior/Engagement Partner					
Partner					
Senior Associates					
Associates					
Non-legal Consultants					
Paralegal and Law Clerks					

<b>Monthly/Annual Retainer Fee:</b>	\$ _____
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**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**ATTACHMENT H**

**CONTRACT AWARD FORM**

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written:

CAMPBELL COUNTY PUBLIC SCHOOLS

OWNER

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

P.O. Box 99

BUSINESS ADDRESS

\_\_\_\_\_  
BUSINESS ADDRESS

Rustburg, VA 24588

CITY STATE ZIP

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
DATE ACCEPTED

\_\_\_\_\_  
DATE ACCEPTED

**NOTE: RESPONDENT MUST COMPLETE AND RETURN WITH PROPOSAL**

**A countersigned copy will be furnished to successful Offeror.**