



**Department of Purchasing**  
**100 N. Main Street, 2<sup>nd</sup> Floor**  
**Suffolk, VA 23434**  
**(757) 925-6762**

April 3, 2020

To All Interested Parties:  
**Subject: Auctioneering Services**

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide auctioneering services for Suffolk Public Schools. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP documents. Any requirement set forth in any attachment is to be adhered to fully.

Interested parties are invited to submit an electronic copy through the EVA portal marked “**Auctioneering Services**” on or before **2:00 pm on Thursday, April 23, 2020**. The use of this program will ensure that the proposal will be received by the stated date and time. **No other electronic submissions can be considered. Should you wish to submit electronically, you must enter through the EVA system and you must register for free to use the electronic submission. Suffolk Public Schools is currently closed and due to the unpredictable nature of deliveries due to the office being open only on certain days, Suffolk Public Schools will not accept mailed proposals from any source (Fed Ex, UPS, USPS, or any mail/parcel carrier). Should you wish to drop off the proposals, the School Administrative Offices will be open on April 9, 2020 and April 23, 2020 from 1:00-2:00 pm on the two stated days.** Suffolk Public Schools Purchasing will provide you a receipt when you drop off the procurement. Should you wish to hand deliver the proposal, please provide one original and one electronic copy to:

Anthony W. Hinds, CPPB  
Department of Purchasing  
Suffolk Public Schools  
100 North Main Street, 2<sup>nd</sup> Floor  
Suffolk, Virginia 23434

**Proposals will not be accepted at any other location or via email or fax.** Any proposal received after the time designated above will be returned unopened and cannot be contemplated. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to procurement regulations of the Commonwealth of Virginia Procurement. The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted. If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds at the above address or email to [anthonyhinds@spsk12.net](mailto:anthonyhinds@spsk12.net).

**Issued by:**

Anthony W. Hinds, CPPB  
Purchasing Manager

## CONTENTS

The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

<b>SECTION I</b>	<b>Scope of Services</b>
<b>SECTION II</b>	<b>Proposal Requirements</b>
<b>SECTION III</b>	<b>Evaluation Criteria</b>
<b>SECTION IV</b>	<b>Cooperative Procurement</b>
<b>SECTION V</b>	<b>Selection of Offeror</b>
<b>SECTION VI</b>	<b>Terms and Conditions</b>
<b>Attachment 1</b>	<b>Contractor/Employee Background Certification Form</b>

## **SECTION I SCOPE OF SERVICES**

The Suffolk City School Board, hereinafter called “School Board” is requesting proposals from interested parties to provide auctioneer services for the sale of School Board owned personal property which has been declared surplus. The auctioneer must be registered with the Commonwealth of Virginia and be certified as a “Certified Virginia Auctioneer” by the Commonwealth of Virginia Auctioneers Board and adhere to all of its regulations governing auctioneers.

Items offered for sale shall be at the sole discretion of the School Board. In addition, the School Board reserves the right to dispose of surplus property via sealed bid, online auctions or any other approved methods.

The successful vendor shall provide auctioneering services as agreed upon by both parties during the term of the agreement. The successful vendor shall work with the Purchasing Manager or his/her designee in all matters related to any auctioneering services.

### **General Requirements:**

The selected vendor shall provide any and all services needed for the auction, delivery and sale of surplus property as designated by Suffolk Public Schools. These services shall include, but not be limited to the following:

- A. Provide auctioneering services for any public auctions held at sites and times determined by Suffolk Public Schools. This includes on-site services at Suffolk locations. Our current schedule requires, at a minimum of one on-site auction per year. Additional travel fees will not be allowed to meet this requirement.
- B. Provide assistance with online auctions as determined by Suffolk Public Schools.
- C. Provide facility with adequate parking for any auctions not held at Suffolk Public Schools sites/facilities.
- D. Provide transportation of equipment and materials to be auctioned to the appropriate site location as directed by Suffolk Public Schools; vehicles will be transported by School Board personnel.
- E. Provide complete auction set-up, assign an auction number, and organize and display sale items so as to enhance the marketability of the property being sold.
- F. Provide any and all qualified personnel needed to provide an effective auction and to register auction participants. Personnel performing services on School Board property shall adhere to School Board policy and regulations regarding appropriate attire, use of proper language, drug and alcohol regulations and any other restrictions or prohibitions as may apply.
- G. Provide any and all equipment and materials needed to provide an effective and successful auction to include, but not be limited to a public address system.
- H. Provide clerical and administrative services to include, but not be limited to the collection of funds during and after the auction, preparation of receipt forms in triplicate, collection of any outstanding

accounts not collected at the time of auction and disbursement of proceeds to the Finance Department of Suffolk Public Schools.

- I. Provide advertisement and promotion of any auctions as approved by Suffolk Public Schools personnel including ensuring that all legal requirements are met for each auction.
- J. Provide funds at the conclusion of the auction in the form of a certified check less commission, required sales tax and miscellaneous expenses. Required sales tax shall be added to the cost of all items sold. All miscellaneous expenses shall be approved in advance by School Board personnel in order to qualify for reimbursement. Funds shall be provided in a timely manner in accordance with Virginia Auctioneers Board requirements, not later than 30 days after the property is auctioned.

**Additional Requirements:**

- A. The successful vendor shall provide labor, equipment and supervision for disposal, salvage services, and other related services upon request by the School Board. These rates may be negotiated at the time of needed services.
- B. The successful vendor shall be responsible for all remaining items at the conclusion of any auctions at the direction of the School Board. The School Board reserves the right to claim any unsold items or remaining items
- C. The School Board reserves the right to set a minimum bid on any or all items auctioned.
- D. The successful vendor shall not charge a buyer's fee to the purchaser of any School Board equipment.
- E. The successful vendor shall perform all services in compliance with any and all Federal, State and local regulations and statutes as well as obtain any and all licenses and permits that may be required at no additional expense to Suffolk Public Schools.
- F. The successful vendor shall not bid directly or indirectly on any properties sold as a result of services provided per this RFP unless approved in writing.

**SECTION II  
PROPOSAL REQUIREMENTS**

Each Offeror interested in submitting a proposal for consideration shall submit the information described below in a sectional format. Award for the services described herein will be based on the best value of the services and equipment proposed.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest, and the ability to provide the required services. The letter must also include the following non-collusion statement.

“The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition.”

The letter of introduction shall be signed by an individual authorized to conduct business for the firm

with the name of the individual typed below the signature. The name of the firm, location of the office, telephone numbers and email addresses must be included in the letter of introduction.

- B. Provide a brief statement describing the offeror's qualifications to include years in business, similar contracts, etc. that demonstrate the successful offeror's ability, effectiveness and efficiency to provide the services required in this request for proposal.
- C. Provide names, contact information and experience for key personnel who will be responsible for providing services to Suffolk Public Schools. In addition, provide documentation and information to show that auctioneer(s) meets all of the requirements set forth by the Commonwealth of Virginia Auctioneers Board.
- D. Provide location and detailed description of location of alternate auction site to include features such as parking, storage, etc. Include any photos, site maps, etc. that may be helpful in the evaluation of the proposal.
- E. Provide a list of at least three references to include any educational institutions if applicable who are currently using or have used these services in the past five (5) years. Include a contact person, phone number and email address for each.
- F. Provide a detailed price proposal to include a firm fixed percentage of sale price fees to include any and all costs associated with the required services such as commission, labor, equipment, insurance, licenses, permit fees vehicle title and registration fees, etc. The offeror may include a separate hourly rate for costs associated with moving items to a different location for sales at the auctioneer's site.
- G. Provide copies of all required licenses and insurance certificates.
- H. Provide any other information that may assist in the evaluation of the services and equipment required herein.

### **SECTION III EVALUATION CRITERIA**

Each proposal will be evaluated on the basis of the criteria listed below:

- A. Qualifications and experience of the organization and their ability to provide the services described in this request for proposal including the overall quality of the proposal that clearly illustrates the offeror's understanding of the requirements described as well as their flexibility to meet additional needs upon request -30 points
- B. Quality and experience of key personnel as well as certifications and licensing required to provide services requested – 25 points
- C. Location of alternate auction site available and resources available to provide the required services – 10 points
- D. Quality of references provided – 10 points
- E. Value and completeness of the price proposal and fee structure -20 points
- F. Other criteria that is deemed to be important to the service described herein – 5 points

**SECTION IV  
COOPERATIVE PROCUREMENT**

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, “a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies.”

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

**SECTION V  
SELECTION OF OFFEROR**

- A. The School Board will use the competitive negotiation process in selecting the offeror to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for future discussions. These may take place by electronic means or by additional questionnaire. Selected vendors may be asked to demonstrate their complete program during the evaluation process. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror after the completion of competitive negotiations.
- B. If the School Board determines 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. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- C. During negotiations, the selected firm will be required to demonstrate cost and fees, including labor cost, direct personal expense, overhead, man-hours by category and direct (non-labor) expense in a format prescribed by the School Board.
- D. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposal.
- E. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board.
- F. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434.
- G. The School Board reserves the right to negotiate the terms of this contract on an annual basis in order to maintain a fair market value and to take advantage of any technological advances during the life of the contract.

**SECTION VI  
TERMS AND CONDITIONS**

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the successful offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** All shipping and handling costs shall be at the expense of the successful offeror.
- E. **TERMS OF AGREEMENT:** It is the intent of the School Board for the initial term of this agreement to begin on the July 1, 2020 and continue through June 30, 2021 after which this agreement may be extended for four (4) additional one-year periods, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year, unless otherwise terminated by either party by giving written notice by May 1<sup>st</sup> of any given year. The School Board may approve a price increase for each subsequent year. The request for any increase shall be presented in writing by April 1<sup>st</sup> of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) south, for the preceding calendar year. Suffolk Public Schools reserves the right to purchase additional services as needed to meet the intent of this RFP and to negotiate for additional years in order to provide for the continuation of services.
- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

G. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.

H. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION:** Upon award, the successful offeror and any employee who will have direct contact with students shall provide certification that (i) he/she has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he or she has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding 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. **(See Attachment 1)**

I. **NONDISCRIMINATION:** In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin. The Successful Offeror shall post, in conspicuous places that are available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

Suffolk Public Schools does not discriminate against faith-based organizations.

J. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by contractor; required provisions – All public bodies shall include in every contract over \$10,000.00 the following provisions:

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 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 \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor 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.



- K. **APPLICABLE LAWS:** The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- L. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- M. **CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.
- N. **FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.
- O. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror's obligations under the Agreement without the prior written consent of the School Board.
- P. **CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:
1. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
  2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
  3. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
  4. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.
- Q. **COMPLIANCE WITH LAW AND STANDARD PRACTICES:** The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be

responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.

- R. **TAXES, FEES, CODE COMPLIANCE AND LICENSING:** The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- S. **COORDINATION OF WORK:** The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.
- T. **HOLD HARMLESS AGREEMENT:** The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgements arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.
- U. **INSURANCE:** The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.
- V. **WORKERS' COMPENSATION INSURANCE/EMPLOYERS' LIABILITY INSURANCE:** The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.
- W. **PUBLIC LIABILITY INSURANCE:** The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.
- X. **CERTIFICATE OF INSURANCE:** The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to there having any such change in coverage.
- Y. **STATE CORPORATION COMMISSION ID NUMBER:** Any bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia shall provide as a part of their bid documentation 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. No award will be made without this information.

- Z. **CONFIDENTIAL INFORMATION:** Should the proposer wish to identify items within the procurement as confidential, such protections must be requested in the proposal. The entire proposal cannot be marked as confidential and price cannot be protected. If certain areas are marked as confidential, Suffolk Public Schools reserves the right to request a redacted version for the bid file.
- AA. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** The successful proposer shall not, during the performance of a contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- BB. **SUSPENSION AND DEBARMENT:** In submitting the proposal, the proposer is affirming that the firm has not been suspended or debarred at any level (federal, state, or local).

**Department of Purchasing**  
**100 N. Main Street, 2<sup>nd</sup> Floor**  
**Suffolk, VA 23434**  
**(757) 925-6762**

**Attachment 1: CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION**

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

**As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.**

**CONTRACTOR NAME** \_\_\_\_\_

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

**PHONE NUMBER** \_\_\_\_\_

**CERTIFIED BY** \_\_\_\_\_

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

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

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. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, “direct contact with students” means being in the presence of students during regular school hours or during school-sponsored activities.