



Department of Purchasing
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Suffolk, VA 23434
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August 6, 2020

To All Interested Parties

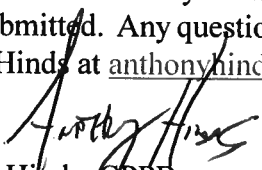
Subject: Request for Proposal - Workplace Investigative Services

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide workplace investigative services for Suffolk Public Schools. Please read carefully all information contained in the RFP document. Interested parties are invited to submit an original and a minimum of one electronic copy marked "**Workplace Investigative Services**" on or before **2:00 p.m. on Tuesday, August 18, 2020**. There are no anticipated extensions for this procurement. Proposals may be dropped off or mailed at the proposer's risk. Proposers may also submit one electronic copy through the Sourcing and Contracting module using EVA. Should the proposers mail or drop off the proposal, the proposal shall be sealed in an envelope/package clearly marked with "Workplace Investigative Services", with the due date and time. The proposal shall be delivered to:

Anthony W. Hinds, CPPB
Suffolk Public Schools
100 N Main Street, 2nd Floor
Suffolk, VA 23434

Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened using the public clock on the second floor of the School Administrative Offices. 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. This RFP will be posted only on the Suffolk Public Schools' procurement website and EVA. All addendums will also be posted to these sites. All details regarding the award of this contract are found in this document.

The School Board plans to select a qualified Offeror based on the requirements set forth herein and pursuant to the Commonwealth of Virginia Procurement Regulations. 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. Any questions concerning this Request for Proposal shall be submitted in writing to Anthony Hinds at anthonyhinds@spsk12.net

Issued by: 
Anthony W. Hinds, CPPB
Purchasing Manager
Enclosures

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.

Section I	Scope of Services
Section II	Proposal Requirements
Section III	Evaluation Criteria
Section IV	Selection of Offeror
Section V	Terms and Conditions
Attachment 1	Contractor/Employee Background Certification Form
Attachment 2	Substitute W-9 Form

SECTION I
SCOPE OF SERVICES

The Suffolk City School Board herein after called "School Board" is requesting proposals from qualified firms to provide workplace investigative services on behalf of the School Board. This Request for Proposals will be conducted using competitive negotiations for professional services. The process for this procurement will follow the Virginia Public Procurement Act's process for selecting a firm using professional services.

General Requirements:

- A. The successful offeror shall provide workplace investigative services to include, but not be limited to, the following:
1. harassment and discrimination;
 2. hostile work environment;
 3. retaliation;
 4. employee/supervisor misconduct;
 5. fiscal and ethics improprieties; and
 6. FLSA issues.

The School Board may engage more than one contractor for workplace investigations. Contractors selected by the School Board will be compensated at the rates set in a Professional Services Agreement consistent with this RFP.

Under the general direction of the School Board Attorney, project manager assigned by the School Board, or the elected member(s) of the School Board, contractors shall perform workplace investigations, and any related services, including supplying all labor, equipment, supplies, and materials.

Contractors/proposers shall perform, at a minimum, the following:

1. perform an objective and neutral investigation of each matter;
2. Develop a comprehensive record of allegations and evidence supporting and refuting the allegations in order to enable the School Board or their designee to make informed decisions regarding the matter;
3. Inform each participant of the investigator's purpose in the investigation process, his or her obligation to keep the matter confidential and to be truthful, and of the School Board's prohibition against retaliation for initiating or participating in an investigation;

4. Submit an Investigation Report including a summary of the procedures followed, details of the information obtained, and recommend findings; and
5. If necessary, testify in administrative or legal proceedings.

SECTION II PROPOSAL REQUIREMENTS

Each offeror interested in submitting a proposal for consideration shall submit the detailed information described below in the requested format. An award for the requested services will be based on the best value of the services proposed.

A. Company Profile

Describe the contractor's location, form of business organization, and describe all persons who may be involved in workplace investigations for the School Board. Contractors must have a minimum of five years of direct experience providing workplace investigation services. Describe the contractor's relevant experience over the last three (3) years. Indicate whether the experience was providing investigative services to other municipal or governmental entities. For each example cited, give the name, title and telephone number of the primary client individual involved in the matter as a reference.

The School Board requires the following to be included in your submission:

"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."

B. Assigned Team

The School Board is requesting the name(s) of the specific individual(s) who will provide investigation services to the School Board. Identify the nature of the work each named individual will perform, together with a brief description of the individual's relevant experience in investigations, including experience and knowledge of federal, state, and local laws and regulations as each may relate to workplace investigations. Contractors must notify the School Board of any reassignment(s) of any key staff involved with the engagement.

C. Project Consultants

List all **outside** consultants your firm plans to utilize on these projects.

In addition, list any **specialty consultants** your firm plans to utilize on these projects. (e.g. Human Resources, Recruitment and Staffing, Compensation and Benefits, Training and

Development, and Executive Recruitment, etc.)

Any change in the use of consultants by the successful offeror shall be approved by the School Board prior to commencement of work.

D. Disclosure of relationships/Conflicts of Interest

Disclose any relationship and all compensation arrangements that the contractor has or has had within the past eighteen (18) months that could create or appear to create a conflict of interest if contractor is selected. This includes any current or former employees of Suffolk Public Schools and any relationships with any member of the School Board, the School Superintendent, School Board Attorney, or School Board Clerk. Include sufficient information about the potential conflict or the representation of a client in matters adverse to the School Board so that the School Board may determine if such conflicts are so significant as to warrant the Qualifications Statement not to be considered. The contractor shall also certify that if selected it will not take any engagement which could result in a conflict of interest without first receiving the informed consent of the School Board. Any conflicts of interest, not disclosed but discovered by the School Board, will result in a disqualification in this process and should it later be found after the award, a cancellation of the contract. Any details surrounding such disqualifications will be noted in the bid file.

E. Project Approach

Discuss your approach and methodology for the delivery of this project from the award of the contract through investigation completion. Provide a projected schedule for workplace investigations.

F. Statement of Qualifications

Discuss in summary your firm's qualifications and why your services will benefit the School Board. Please emphasize your firm's ability to perform workplace investigations.

G. Certificate of Insurance

Contractor/proposer will provide proof of insurance and provide the form and amount of any liability or legal malpractice insurance coverage.

SELECTION III EVALUATION CRITERIA

Each proposal will be evaluated on the detail, quality and content of their proposal. The proposal shall be clear, factual and contain information necessary for a clear comparison of individual firms and the proposed services. Proposals will be evaluated on the criteria listed below:

1. Qualifications of the firm and personnel: provide experience of the team and chosen consultants. Qualifications and experience of key personnel assigned to the project.
Maximum of 40 points
2. Specialized experience of the firm in workplace investigations. In addition, please provide a minimum of three references to satisfy this requirement. **Maximum of 30 points**
3. Approach to the project and methodologies: Proposers are to provide a description of how the proposer intends to provide the investigation services including, but not limited to, meeting the scope of services, the method or approach to client relations, determining the scope of an investigation, developing and implementing strategy, identifying and interviewing witnesses, coordinating and disseminating information, oral and written communication strategy, and coordinating testimony or other participating in legal proceedings, when appropriate. **Maximum of 30 points**

SECTION IV SELECTION OF OFFEROR

- A. The School Board will use the competitive negotiations process in selecting the offeror(s) 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 formal and/or informal interviews. 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.
- C. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of 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 Proposals.
- 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 and on the Suffolk Public Schools' Purchasing website.

**SECTION V
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 materials 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. **TERMS OF AGREEMENT: TERMS OF AGREEMENT:** The initial term of this agreement shall begin on award and continue through June 30, 2021 after which this agreement will automatically be extended for four (4) additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice prior to May 31st of each year. Pricing and timelines for each investigation will be negotiated depending on the size and scope of the investigation. The School Board reserves the right to purchase additional services to meet the intent of this RFP. Should an investigation still be ongoing at the conclusion of the contract and any renewals, the School Board reserves the right to continue that investigation until its conclusion under the terms and conditions of this RFP.
- E. **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.

F. **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.

G. **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.

The School Board does not discriminate against faith-based organizations.

H. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION:** Upon award, the contractor and any employee who will have direct contact with students shall provide certification that he/she (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 not 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 Exhibit 1)

I. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by the contractor. All public bodies shall include in every contract over \$10,000 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 Virginia Code Section 2.2-4303 et.seq., 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.

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.

- P. **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.
- Q. **DOCUMENT/INFORMATION:** The successful vendor will maintain and provide, upon request of the School Board, records, reports or other information to document attendance and participation of employees.
- 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 follow 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. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:** The successful vendor agrees to the extent permitted by applicable law, to indemnify and hold the School Board and its representatives harmless against any and all liabilities, losses, cost or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the School Board at any time to the extent such liability, loss or expense results from the successful vendor's negligence, breach of the terms hereof, or willful misconduct under the terms of this Agreement or applicable law.
- 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. (See Section II part G)
- V. **WORKERS' COMPENSATION INSURANCE AND 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. **PROFESSIONAL LIABILITY INSURANCE:** The successful vendor shall procure and maintain professional liability insurance for protection from claims arising out of the performance of professional services caused by a negligent act, omission or error for which the insured is legally liable; such liability insurance will provide for coverage in the amount of one million dollars, with such deductible provisions as required by the School Board.
- X. **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.
- Y. **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 having any such change in coverage.
- Z. **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.
- AA. **CONFIDENTIAL INFORMATION/PROTECTION OF TRADE SECRETS:** Proposers may request information to be protected in accordance with the Virginia Public Procurement Act § 2.2-4342, Section F. Suffolk Public Schools may request a copy of a redacted version for the bid file.
- BB. **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.
- CC. **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).

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 he/she (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 not 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 the School Board, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for the School Board, 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.

Attachment 2: SUBSTITUTE FOR FORM W-9
SUFFOLK PUBLIC SCHOOLS
FEDERAL ID NUMBER 54-1643533

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Suffolk Public Schools. If this number is not provided, you may be subject to a 31% withholding and to ensure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information. **This form must be typed or printed.**

Owner's Name (if sole Proprietor) _____

Legal Business Name _____

Address _____

State, City, Zip Code _____

9 Digit Taxpayer Identification Number

Social Security Number _____ - _____ - _____

Federal Employer Identification Number _____ - _____

Business Designation

You may select more than one:

- | | |
|---------------------------|------------------------------------|
| _____ Individual | _____ Corporation |
| _____ Sole Proprietorship | _____ Personal Service Corporation |
| _____ Partnership | _____ Governmental Entity |
| _____ Estate/Trust | _____ Non-Profit Organization |

Principle Business Activity

List type of Service or Product Provided

Under penalties of perjury, I declare that the information provided is true, correct, and complete, to the best of my knowledge and belief.

Name and Title (Print or Type) _____

Signature _____ Date _____