



## Department of Purchasing

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March 10, 2020

To All Interested Parties:

**Subject: Request for Proposal 1745 P**  
**Graduation requirements, yearbook, branding and related services**

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide **Graduation requirements, yearbook, branding and related services for Suffolk Public Schools**. Please read carefully all information contained in the RFP document. Interested parties are invited to submit one (1) original (paper copy) and three (3) electronic copies marked "**1745P Graduation requirements, yearbook, branding and related services**" on or before 2:00 pm on Tuesday, March 24, 2020. Should inclement weather cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. **The preferred electronic format is USB thumbdrives**. The proposal shall be sealed in an envelope/package clearly marked with RFP#P, the due date and time and delivered to:

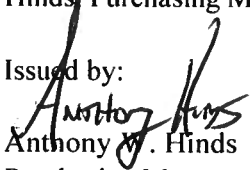
Anthony W. Hinds CPPB  
Department of Purchasing, 2<sup>nd</sup> floor  
Suffolk Public Schools  
100 N. Main Street, 2nd Floor  
Suffolk, Virginia 23434

Proposals will not be accepted at any other location. Any proposal received after the time designated above will be returned unopened. 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 the regulations of 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.

If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds, Purchasing Manager at [anthonyhinds@spsk12.net](mailto:anthonyhinds@spsk12.net) or fax to 757-942-4333.

Issued by:

  
Anthony W. Hinds  
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	Cooperative Procurement
SECTION V	Selection of Offeror
SECTION VI	Terms and Conditions
ATTACHMENT I	Background Certification Form

## **SECTION I SCOPE OF SERVICES**

It is the purpose of this Request for Proposals (RFP) to solicit a qualified contractor to provide a Graduation requirements, yearbook, and branding for Suffolk Public Schools. Suffolk Public Schools includes eleven (11) elementary schools, five (5) middle schools, three (3) high schools and two (2) education centers. The student population is approximately 14,000. Potential proposers may present a response alone or can also partner with other businesses to provide a single proposal to meet the needs as listed in the RFP. The intent of this RFP is to establish one or more contracts that will provide the most consistent program in regards to the requested items. Proposers are asked to demonstrate a consistent program for both school and potentially, division branding initiatives.

### **A. General Requirements:**

The Offeror shall address each of the minimum specification requirements and physical characteristics of identified below:

### **GRADUATION REQUIREMENTS**

**CLASS RINGS** Offeror shall provide a minimum of two (2) pricing tiers (economy, standard, and/or premium) shall be offered. Class rings of all pricing tiers offered shall be available in at least four sizes.

#### **BIRTHSTONES**

January - Garnet  
February - Amethyst or Ultralite  
March - Aquamarine  
April - White Spinel  
May - Emerald Spinel  
June - Alexandrite  
July- Ruby  
August - Peridot  
September - Fire Blue Spinel  
October - Pink Sapphire  
November - Golden Sapphire  
December- Blue Zircon

#### **ADDITIONAL STONES**

Black Onyx  
Mother of Pearl  
Blue Sapphire  
Rose Zircon  
Tangerine  
Lavender Spinel

An alternative metal to gold may be offered in yellow and/or white. Composition of each alternative metal offered must be provided in the Pricing Schedule, Attachment I.

Each ring shall be engraved inside with three (3) student initials or optional full name at no additional charge.

Offeror must offer an activity/sport option. Offeror shall provide an array of design/insignia choices to reflect multiple disciplines, vocations, sports, hobbies, etc. Students may opt to replace the Suffolk Public School seal or Virginia State seal with any approved design/insignia offered. The school seal shall remain on the other side of the ring. All design/insignia choices offered under this option shall be approved by the SPS Administration prior to any order taking activities. Any design/insignia choice determined to be unacceptable for any reason by SPS shall not be offered as an option to SPS students.

Contractor shall prepare and reproduce the designs selected by each school as their official seal and logo at no additional charge. The ring designs are the property of the respective high school and are the only official design for SPS

Annually, Contractor shall provide talented artists to assist individual schools with the design of a new symbolic ring at no charge. This ring will be provided at the same price submitted in response to this RFP.

Offerors should provide a visual presentation for each school to describe the class ring program and address any questions. If requested, the contractor should have trained staff available for a night meeting to allow parents and students to ask questions regarding the class ring program.

Offerors should provide trained staff to take and process the order for each student, check the finger size to ensure accuracy of the order and answer any questions.

The Contractor shall maintain a guarantee on each ring and stone that includes the following:

- Re-sizing for the lifetime of the ring at no charge.
- Cracked, chipped or lost stones shall be replaced at no charge for the lifetime of the ring.
- Contractor shall change the school name, school seal and/or year/date for any student changing schools and/or date of graduation at no cost.
- Contractor shall provide a trade-in option toward the purchase of a college ring.
- All defects in workmanship shall be corrected at no charge within three (3) weeks of notification of the vendor.
- Ring cleaning and refinishing shall be provided for the lifetime of the ring at no additional charge.
- Full lost or stolen ring protection.
- All rings shall be guaranteed for life against defects in materials and workmanship.

#### CAPS

Offeror shall provide the following:

- Traditional academic styling.
- Full cut crown.
- Cap button must be centered on top of cap and must be covered with the same material as the , cap.
- Material shall be polyester cotton blend, lightweight and comfortable to wear.
- A one size fits all option to include XL size, with the option to customize.

- A wide variety of colors shall be available to match gown and hood.

#### TASSELS

Offeror shall provide the following:

- Traditional academic styling.
- Full size, approximately fifteen (15) inches in length.
- Sixty-four strands per tassel.
- Detachable, attaches to cap by a matching or contrasting color loop over cap button in the center of the mortarboard.
- Metallic date bands, symbolic in nature with the year of graduation shall be included.
- A wide variety of colors shall be available.

#### GOWNS:

Offeror shall provide the following:

- Traditional academic styling
- Polyester cotton blend, summer weave material to match cap and hood.
- Lightweight yoke for coolness and fit.
- Shrink resistant pella, or similar interfacing in yoke to provide a smooth fit around the shoulders and provide a neat fitted appearance from front and back. Interfacing to be covered on the inside of the gown as well as the outside with the same material as the gown.
- Triple ply front panel with concealed zipper with no visible top stitching.
- Gown front shall be fully pleated, rather than gathered, with no visible top stitching.
- Seams requiring strength shall be sewn with a five (5) thread safety stitch - two (2) thread backstitch with three (3) thread overlock stitch for strength, durability and prevention of raveling.
- Sizes shall be offered to fit individuals from 4'8" to 6' 10" in height. A minimum of twelve (12) sizes shall be available in back lengths which increase by increments of two (2) inches. Ample fullness in the body and sleeves shall be provided to allow for smooth draping, appearance and sizing. A size to fit individuals of extraordinary build also must be available.
- A wide variety of colors must be available to match cap and hood.

#### HOODS:

Offeror shall provide the following:

- Traditional academic styling.
- 100% polyester cotton blend, summer weave material to match cap and gown.
- Hood lining colors and arrangement shall be indicative of the school awarding the degree.
- Degree color trim shall be indicative of the subject to which the degree pertains as recommended by the American Council of Education.
- A wide variety of colors shall be available to match gowns.

CLASS CORDS: Nylon material, single cord or double cord.

#### ANNOUNCEMENTS:

Offeror shall provide the following:

- A minimum of Forty (40) pound bond paper shall be used for single fold announcements.
- A minimum of Thirty-two (32) pound bond paper shall be used for four (4) page and six (6) page announcements.
- Each announcement shall have an engraved school seal in a large size.
- Folded announcement size is to be 4 3/8" x 6 1/6".
- One inner envelope (4 1/2" x 6 1/4") and one outer envelope (4 3/4" x 6 1/2") shall be provided with each announcement at no additional charge.
- Slits to insert name cards are to be provided in each announcement.
- Instructions and etiquette suggestions are to be provided.

#### NAME CARDS:

Offeror shall provide the following:

- Standard and premium styles shall be available.
- Heavy weight paper or cardstock (Indicate the weight(s) of paper(s) offered for each name card style in the response column.

#### ACCESSORIES:

- Offeror shall provide the following:
- Personalized note cards.
- Thank you notes.
- Graduation party/celebration/open house cards.
- Return address labels.
- Envelope seals.
- Photo name card album.
- Memory albums in hardback construction, regular and/or deluxe.
- Class key.
- Class with 18" or 24" chain.
- Class dangle with graduation year.
- Graduation mug.
- Appreciation gift, regular and/or deluxe.
- Tissue paper inserts are to be provided to fit inside each folded announcement.

#### DIPLOMAS:

Offeror shall provide the following:

- Size, 8 1/2" x 11".
- Stock- Keith's Parchment, basis weight 48 pounds, 25% cotton.
- Color- cream white.
- Printing- rich, non-fading black ink, sharp and clean, using the thermographic printing process.
- Student's name, date of graduation and facsimile signatures to be mechanically embossed in a style of type to match or harmonize with the text using rich, non-fading black ink.
- Suffolk Public Schools and/or State Seal of Virginia shall be gold engraved and burnished on diploma.

#### COVERS:

Offeror shall provide the following:

- White diploma cover to fit 8 ½"x11" insert.
- "Suffolk Public Schools" embossed in gold on front of diploma cover.
- White flap envelopes to fit diploma.

Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.

Suffolk Public Schools may add to the Scope of Services or make changes to the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

## **YEARBOOK**

As a part of this solicitation, Suffolk Public Schools is looking for a partner to provide yearbook services for all school locations.

Preferred Services include but are not limited to the following:

The ability to view the book online as it's created

One comprehensive web site which has the ability to track & manage book and ad sales with reports

Easy-to-use digital imaging placement, positioning and cropping

An easy-to-use and flexible panel flow page production methods

A web site demonstration provided of actual local customers with similar size yearbook and pages

The ability to carry over templates year to year

The ability to carry over images year to year

The ability to view and track staff history and activity

An interactive page ladder for adviser to use to assign page deadlines staff page assignments

The ability to save created pages as templates

The ability to restore previous versions and pages up to 1000 times (undo)

The ability to upload multiple images (more than 30) at one time

Tech support available at toll-free number during normal school hours

The ability to give parents the option to create their own parent ads via the Web

Web creation of parent ads demonstrated live on local computer

The ability to easily move pages from one page number to another

Online training videos available

Integration of non-yearbook buyers into the coverage report Design Website

The ability for parents and students to upload their own images to the online image library

Text Wrap and Text Flow into columns

Practice pages available to allow students to "train" or try a design

The ability to colorize a photo, partially coloring a photo, and the rest of the photo is black and white

The website uses a survey counter to automatically count custom surveys and/or superlatives. The student body will be able to login and complete the survey.

The web site allows line leading between lines (spacing)

Hide pages

Lock pages

Post it notes on pages to communicate to staffers

- Utilize instant messaging at the site
- Make photographs transparent
- Make drop shadows for photos
- Blur out Text
- Create a website widget
- Allow advisors to assign pages to staffers from the page ladder
- Network page templates with other schools across the country
- The ability to select different shapes for photo boxes
- Create stroke lines
- View a virtual yearbook
- Edit the pages of the virtual yearbook
- Printout all yearbook sales reports
- Provide a plant artist on location to help design cover and interior pages based on the yearbooks theme

#### Cover:

- A personal visit by cover artist
- A hard copy cover proof
- The ability to preview the cover via yearbook production website
- Precision Cut-die cut cover

#### Technology:

- Site that has a coverage report - how many times in the book
- Merchandising support tools within the program
- Interactive website for the community the ability to see and tell their story online
- Apps for iPhones or Androids for training, selling yearbooks, and uploading photos
- Unlimited upload of images
- Easy to use placing and adjusting digital images- cropping
- Ability to carryover templates from one year to the next
- Tech support 1-800 numbers
- Plant Consultant access 1-800 numbers
- Master page template
- Training videos online at the yearbook website
- Text wrap and text flow
- The ability to track page progress and activity of the yearbook staff
- Cover to Cover theme templates
- Drag and drop modular templates to help create the book
- Unlimited number of staff members working online at the same time
- Edit undo and forward button over 1,000 times
- See a history of pages that you saved each time on the page

#### Creation Capabilities:

- Picture in Text
- Customized Color Palettes
- Page Mover
- Caption Perfect Tool - Allow students to check name spellings from the school list database and automatically place them in captions

#### Master Template:

- Allow students to be typing a students' full name and then a dropdown list appears with possible correctly spelled matches
- Red eye reduction
- Index Flow
- Warn of use of duplicate photo file
- Easy alignment and spacing
- Application for community members to upload photos
- Crop photos within the same window
- Lock elements / position
- Type Styles
- Text Wrap
- Ability to roll over templates and photos from year to year

#### Images:

- Max number of photos that can be uploaded in total / uploaded at one time
- Photo Tagging - full complete name
- Program checks images for high resolution; prevents you from using low res images that will not print clearly
- Flow photographs from photographer with names into class photos

#### Marketing / Book Sales:

#### Sell Menu - Sales Reports

- Parents can pay via payment plan online with payment plans
- Cost of Ad Services
- Coverage Report - how many times they are in a book / integrated with book and ad sales
- Email tool within website site to email non-buyers
- Full Service Marketing program

#### Project Management:

- Tracking student activity on the website
- Customized Staff Permission
- Curriculum - 21st Century Skills, ISTE and Common Core Standards based
- Submit pages by Double Page Spreads (DPS)
- Assign pages to specific students on page ladder
- Adviser can set staff deadlines ahead of plant deadlines
- Online video tutorials and printed guidebook
- Cover options
- Monogram and Crest Personalization Options
- Personalized books are bound with order information
- Fall and summer Workshops

It is expected that all proposers will provide an example of a pricing structure for all levels (elementary, middle, and high schools).

Upon request proposers may be required to provide a sample of yearbooks in order for Suffolk Public Schools to verify the quality of the products being proposed.

Technology requirements - To be provided by John L.

## **BRANDING**

Develop a professional branding aimed at strengthening brand loyalty with stakeholders and increasing crucial first impression of SPS. This brand identity will be incorporated to all SPS projects, marketing initiatives, and internal/external communications.

Refresh the logos. Create an updated version of the current logos to be used in print, web, banners, signage, and social media, etc.

Assist in developing of SPS Graphic Standards Guidelines (in print and web) may include, but not limited to:

Use of logo and subheads;

Imagery guidelines;

Font selections;

Color palette;

Design for: Letterhead, Business card, Media release, Brochure, PowerPoint presentation;

Assist key personnel at Suffolk Public Schools in providing products and services that assist the school division and or schools in a successful branding campaign.

Assist key personnel in obtaining branding products and services that improve school spirit by establishing and maintaining a consistent program

Implementation roll out, and tracking:

Messaging: Develop consistent messaging that includes, but not limited to, organization terminology, brand values, and message platform.

Work with SPS Communications Office and individual schools to create a variety of consistent graphics to showcase the Strategic Plan to internal and external stakeholders.

Objectives and Metrics:

Education Experience :

Demonstrate previous qualifying activities in educational areas.

Provide work samples and/ or past projects demonstrating success.

Provide resumes of key personnel.

Identify employees to be assigned to the resulting contract.

Ownership of Materials: Ownership of all data, materials, samples and documentation originated and prepared by the Offeror and successful Contractor for SPS pursuant to this solicitation

SPS may add to the Scope of Work or make changes in the Scope of Work for services of a similar nature to those specified in the Scope of Work of this RFP as mutually agreed to at a price mutually agreed upon.

## Printed Materials/Signage

Suffolk Public Schools also requires that either by way of in-house means or by way of a subcontractor that proposers are to be able to produce signage or written materials by use of this contract.

If available, please provide pricing for these materials either by way of a discount off of retail or by way of a time and materials arrangement.

Should either not be available at the time of proposal, Suffolk Public Schools will reserve the right to purchase at a mutually agreed upon price for the duration of this RFP.

## **SECTION II PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as possible in order to evaluate the offeror's capabilities to provide a subscription to a test item bank repository. Offerors are required to submit each item listed below as a complete proposal.

- A. Provide a written narrative statement including the qualifications of the contractor to provide the products and services described in the Scope of Services. The following information and/or materials must be included:
  - 1. Experience in providing like services.
  - 2. Names and qualifications of individual(s) who will be involved in this project.
- B. Describe in detail the proposed products and how it meets the requirements set forth in the RFP.
- C. Provide a detailed timeline for completion of project including lead times for rings, yearbooks, branding items, etc.
- D. Provide the pricing solutions and any incentives available for the solutions listed in the RFP.
- E. Provide a list of all features, both the ones that are standards and any that are optional.
- F. Provide a minimum of three references where similar products and services have been provided in the last five (5) years. Include a contact person and an email address and phone number for each.
- G. Provide any additional information and services not listed as a part of the RFP but meets the intent of the RFP.
- H. Provide proof of being able to provide assistance in providing logos and logo selection support.
- I. Provide a timeline for the beginning of a branding program at our schools and timeline required to begin process of ordering senior products.

### **SECTION III EVALUATION CRITERIA**

The successful offeror will be selected based upon the following criteria:

- A. Ability of the offeror to provide the product and services as specified. Demonstrates by way of proposal, that they have an understanding and capacity to meet the scope of services - **30 points**
- B. Value and completeness of cost proposal; including any and all rebates, pricing off of catalog pricing, incentives, etc. - **30 points**
- C. References provided - provide references that have received the goods and/or services provided by your firm in the past three (3) years - **10 points**
- D. Quality of product- Proposers may include samples or detailed product descriptions that demonstrate the quality of product - **20 points**
- E. Other criteria as deemed important to the services required (also known as other value added items) that demonstrates the proposer has an understanding of both the written requirements and the intent of the RFP - **10 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. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s).

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.

**SECTION V**  
**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 may be selected for formal and/or informal interviews. Please reserve the week of March 30, 2020 should you be selected to participate further. 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.
- C. The School Board reserves the right to award multiple contracts as may be most advantageous to the School Board.
- D. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- E. 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.
- F. Notice of Award for this solicitation shall be in writing to the successful offer and posted on the Suffolk Public Schools website and bid board at 100 N. Main Street, Second Floor, Suffolk, VA 23434.

**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 materials will be delivered as specified by Suffolk Public Schools. All shipping and handling costs shall be at the expense of the contractor.
- E. **TERMS OF AGREEMENT:** The initial term of this agreement shall begin on **July 1, 2020** and

continue through **June 30, 2021** after which this agreement will automatically 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 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, (CPI-U) south, for the preceding calendar year. Items such as gold and precious metals will follow the commodity pricing at the time of order. Suffolk Public Schools reserves the right to purchase additional services if required to meet the intent of the RFP. Suffolk Public Schools also reserves the right 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.

- G. 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.

- H. **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.
- 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 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.
- K. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION.** Upon award, the contractor and any employee who will have direct contact with students shall 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. 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.)
- L. **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.
- M. **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.
- N. **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.
- O. **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.

- P. **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.
- Q. **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:
- a. 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;
  - b. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
  - c. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
  - d. 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.

If a proposer requests that items are to be redacted, it is requested that the company provide a redacted version of the proposal. Items such as price and any other items of the public record are not allowed to be redacted. If you want any part of your submission in regards to trade secrets to be redacted, the proposer must present a full redacted electronic copy of the redacted proposal.

- R. **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.
- S. **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.
- T. **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.
- U. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:** The Successful Offeror 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, costs 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 Offeror's negligence, breach of the terms hereof, or willful misconduct under the terms of this agreement or applicable law.

- V. **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.
- W. **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.
- 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. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** The successful bidder 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.
- Z. **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.
- AA. **RIGHT TO RENEGOTIATE** - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement including pricing and any incentives that may be a part of this agreement on an annual basis on or before the renewal date.
- BB. **SCC ID NUMBER:** In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this information with your submittal may result in rejection of your proposal.

**SCC ID Number**

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**CC. SUSPENSION OR DISBARRMENT** - In issuing your proposal, you are certifying that you have not been suspended or disbarred at any level (state or national) and are eligible to be awarded a contract.

## ATTACHMENT I

### GRADUATION REQUIREMENTS PROPOSED COSTS

Offerors shall submit proposed costs for all of the products being offered. All proposed costs shall be in the form of firm- fixed delivered unit prices for Class Rings, Caps, Gowns, Hoods, Diplomas, Covers, Announcements and Accessories. There are three pricing tiers for Class Rings: **Economy** (good quality/low price/most affordable); **Standard** (high quality/moderate price/affordable); and **Premium** (highest quality). Unit price must be rounded off to no more than two (2) decimal places. ALL PRICES SHALL INCLUDE ALL SHIPPING/DELIVERY AND HANDLING CHARGES. NO EXTRA CHARGES ALLOWED.

<b>CLASS RINGS – TIER 1 – ECONOMY</b> Base Price of all rings shall include three initials, birthstones, onyx or pearl and antique finish				
Item #	Description	Offeror's Name of Ring Series	Unit of Issue	Unit Price
10 K Yellow or White Gold				
1.	Women's Regular (Sample Required – 10K White)		EACH	\$
2.	Women's Miniature		EACH	\$
3.	Men's Large (Sample Required – 10K Yellow)		EACH	\$
4.	Men's Regular		EACH	\$
14 K Yellow or White Gold				
5.	Women's Regular (Sample Required – 14K White)		EACH	\$
6.	Women's Miniature		EACH	\$
7.	Men's Large (Sample Required – 14K Yellow)		EACH	\$
8.	Men's Regular		EACH	\$
Gold Ring Prices listed above are based upon gold at \$ _____ per TROY OUNCE				
Yellow Alternative to Gold Provide Composition: _____				
9.	Women's Regular		EACH	\$
10.	Women's Miniature (Sample Required)		EACH	\$

**CLASS RINGS – TIER 1 – ECONOMY**

Base Price of all rings shall include three initials, birthstones, onyx or pearl and antique finish

Item #	Description	Offeror's Name of Ring Series	Unit of Issue	Unit Price
11.	Men's Large		EACH	\$
12.	Men's Regular		EACH	\$
White Alternative to Gold Provide Composition: _____				
13.	Women's Regular		EACH	\$
14.	Women's Miniature		EACH	\$
15.	Men's Large		EACH	\$
16.	Men's Regular (Sample Required)		EACH	\$
List additional options offered below. Provide a detailed description of each option along with unit of issue and pricing information.				
Faceted Cut Stone			EACH	\$
Activity/Sport Option			EACH	\$

**CLASS RINGS – TIER 2 – STANDARD**

Base Price of all rings shall include three initials, birthstones, onyx or pearl and antique finish

Item #	Description	Offeror's Name of Ring Series	Unit of Issue	Unit Price
10 K Yellow or White Gold				
1.	Women's Regular (Sample Required – 10K White)		EACH	\$
2.	Women's Miniature		EACH	\$
3.	Men's Large (Sample Required – 10K Yellow)		EACH	\$
4.	Men's Regular		EACH	\$
14 K Yellow or White Gold				
5.	Women's Regular (Sample Required – 14K White)		EACH	\$
6.	Women's Miniature		EACH	\$
7.	Men's Large (Sample Required – 14K Yellow)		EACH	\$
8.	Men's Regular		EACH	\$
Gold Ring Prices listed above are based upon gold at \$_____ per TROY OUNCE				
Yellow Alternative to Gold Provide Composition: _____				
9.	Women's Regular		EACH	\$
10.	Women's Miniature (Sample Required)		EACH	\$
11.	Men's Large		EACH	\$
12.	Men's Regular		EACH	\$
White Alternative to Gold Provide Composition: _____				
13.	Women's Regular		EACH	\$

**CLASS RINGS – TIER 2 – STANDARD**

Base Price of all rings shall include three initials, birthstones, onyx or pearl and antique finish

<b>Item #</b>	<b>Description</b>	<b>Offeror's Name of Ring Series</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
14.	Women's Miniature		EACH	\$
15.	Men's Large		EACH	\$
16.	Men's Regular (Sample Required)		EACH	\$
List additional options offered below. Provide a detailed description of each option along with unit of issue and pricing information.				
Faceted Cut Stone			EACH	\$
Activity/Sport Option			EACH	\$

**CLASS RINGS – TIER 3 – PREMIUM**

Base Price of all rings shall include three initials, birthstones, onyx or pearl and antique finish

<b>Item #</b>	<b>Description</b>	<b>Offeror's Name of Ring Series</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
10 K Yellow or White Gold				
1.	Women's Regular (Sample Required – 10K White)		EACH	\$
2.	Women's Miniature		EACH	\$
3.	Men's Large (Sample Required – 10K Yellow)		EACH	\$
4.	Men's Regular		EACH	\$

**CLASS RINGS – TIER 3 – PREMIUM**

Base Price of all rings shall include three initials, birthstones, onyx or pearl and antique finish

<b>Item #</b>	<b>Description</b>	<b>Offeror's Name of Ring Series</b>	<b>Unit of Issue</b>	<b>Unit Price</b>
<b>14 K Yellow or White Gold</b>				
5.	Women's Regular (Sample Required – 14K White)		EACH	\$
6.	Women's Miniature		EACH	\$
7.	Men's Large (Sample Required – 14K Yellow)		EACH	\$
8.	Men's Regular		EACH	\$
Gold Ring Prices listed above are based upon gold at \$_____per TROY OUNCE				
<b>Yellow Alternative to Gold</b> Provide Composition: _____				
9.	Women's Regular		EACH	\$
10.	Women's Miniature (Sample Required)		EACH	\$
11.	Men's Large		EACH	\$
12.	Men's Regular		EACH	\$
<b>White Alternative to Gold</b> Provide Composition: _____				
13.	Women's Regular		EACH	\$
14.	Women's Miniature		EACH	\$
15.	Men's Large		EACH	\$
16.	Men's Regular (Sample Required)		EACH	\$

List additional options offered below. Provide a detailed description of each option along with unit of issue and pricing information.

<b>CLASS RINGS – TIER 3 – PREMIUM</b>				
Base Price of all rings shall include three initials, birthstones, onyx or pearl and antique finish				
Item #	Description	Offeror's Name of Ring Series	Unit of Issue	Unit Price
	Faceted Cut Stone		EACH	\$
	Activity/Sport Option		EACH	\$
Latest on-site order date to ensure delivery of Tier 1, 2 and 3 Class Rings on or before May 1 <sup>st</sup> of each year:				

<b>CAPS, GOWNS, TASSELS, CORDS AND HOODS</b>			
Item #	Description	Unit of Issue	Unit Price
1.	Gown Only - Purchase (Sample Required)	EACH	\$
2.	Gown Only - Rental (Sample Required)	EACH	\$
3.	Gown, Tassel and Cap: w/square corners                      w/rounded corners: (Check the offering for square or rounded, if available) (Sample of Each Item Required)	Square SET Rounded SET	\$ _____ \$ _____
5.	Gold Honor Tassel (Sample Required)	EACH	\$
6.	Gold Recognition Cord (Sample Required)	EACH	\$
7.	Cord, Single, One (1) Color	EACH	\$

8.	Cord, Double, One (1) or Two (2) Colors	EACH	\$
9.	Cord, Intertwined	EACH	\$
10.	Hood (Associate, Bachelor, Master or Doctor) (Sample Required)	EACH	\$

GRADUATION ANNOUNCEMENTS AND ASSOCIATED ITEMS				
Item #	Description		Unit of Issue	Unit Price
1.	Announcements w/ Two (2) Envelopes (Sample of Each Item Required)		EACH	\$
2.	Name Cards, Standard- 50 per box (Sample Required)	Weight	BOX	\$
3.	Additional Box of 50 Name Cards, Standard	Weight	BOX	\$
4.	Name Cards, Premium- 50 per box (Sample Required)	Weight	BOX	\$
5.	Additional Box of 50 Name Cards, Premium	Weight	BOX	\$
6.	Tissue Paper Announcement Inserts- 25 per package (Sample Required)		PKG	\$
7.	Envelope Seals- 25 per package		PKG	\$
8.	Return Address Labels- 60 per package (Sample Required)		PKG	\$
9.	Graduation Party Card (Sample Required)		EACH	\$
10.	Thank You Notes- 25 per box (Sample Required)		BOX	\$
11.	Personalized Cards – 50 per box (Sample Required)		BOX	\$
12.	Memory Album- Deluxe (Sample Required)		EACH	\$
13.	Memory Album- Regular (Sample Required)		EACH	\$
14.	Photo Name Card Album (Sample Required)		EACH	\$

15.	Memory Tassel (Sample Required)	EACH	\$
16.	Class Key (Sample Required)	EACH	\$
17.	Class key with 18" neck chain (Sample Required)	EACH	\$
18.	Class key with 24" neck chain	EACH	\$
19.	Graduation Mug (Sample Required)	EACH	4
List additional items offered below. Provide a detailed description of each item along with unit of issue and pricing information. (Samples required for each item listed below.)			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
Latest on-site order date to ensure delivery of Graduation Announcements and Associated Items on or before May 1 <sup>st</sup> of each year:			

## DIPLOMAS AND COVERS

Item #	Description	Unit of Issue	Unit Price
1.	Advanced Studies	EACH	\$
2.	Modified Diploma	EACH	\$
3.	Applied Studies Diploma	EACH	\$
4.	Specialty Program	EACH	\$
5.	Standard (Sample Required)	EACH	4
6.	Diploma Cover (Sample Required)	EACH	\$
7.	Padded Diploma Cover (Sample Required)	EACH	\$
8..	Diploma Envelope (Sample Required)	EACH	\$
Latest on-site order date to ensure delivery of Diplomas and Covers on or before May 1 <sup>st</sup> of each year:			
List additional items offered below for Diploma. Provide a detailed description of each item along with unit of issue and pricing information. (Samples required for each item listed below.)			
		EACH	\$
		EACH	\$
		EACH	\$

**ACKNOWLEDGMENT:**

\_\_\_\_\_  
Name of Firm (Print/Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title (Print/Type)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail (Print/Type)

**Department of Purchasing**  
**100 N. Main Street, 2<sup>nd</sup> Floor**  
**Suffolk, VA 23434**  
**(757) 925-6762    Fax (757) 925-6763**

**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 I 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.