



## Department of Purchasing

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

April 30, 2020

To All Interested Parties:

**Subject: Provide Environmental Testing and Related Services**

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide environmental testing and related services. Please read carefully all information contained in the RFP document. Interested parties are invited to submit an original hard copy and four (4) electronic copies (flash drives preferred) marked **“Proposal to Provide Environmental Testing and Related Services** on or before **2:00 p.m. on Thursday May 21, 2020 electronically through the EVA portal**. The use of this program will ensure that your proposal was received by the stated date and time. **No other electronic submissions will be allowed.** Proposals will be accepted in person at the following address from the hours of 1:00 – 2:00 PM on May 14, 2020 and May 21, 2020. **Due to the school division being closed, Suffolk Public Schools will not accept any mailed submissions (USPS, UPS, FED EX or any other mailed courier). Should we receive a mailed proposal, it will be returned unopened.** Should a proposer wish to drop off the proposal, please include one original paper copy and one digital copy of the proposal. Hand delivered proposals are required to be sealed. These can be hand delivered at the stated date and time found in this document. Should the proposers wish to use this option, the proposals need to be delivered on the listed day to:

Anthony W. Hinds, CPPB  
Suffolk Public Schools  
Department of Purchasing  
100 North Main Street, 2<sup>nd</sup> 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 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 or take advantage of any available regional or state contracts.

**Any questions concerning this Request for Proposal shall be submitted in writing to Anthony Hinds at anthonyhinds@spsk12.net by 5:00 pm on Monday May 11, 2020.** Questions will be answered in the form of addenda which will be posted to the Suffolk Public Schools website and will become a part of the contract.

Issued By:

Anthony W. Hinds, CPPB  
Purchasing Manager

Enclosures

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**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.**

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## **SECTION I**

### **SCOPE OF SERVICES**

The purpose of this Request for Proposal is to obtain annual environmental testing and related services for Suffolk Public Schools on an as needed basis. Suffolk Public Schools includes twenty (20) schools and four additional sites (Attachment 2). All work shall be done by an independent contractor with access to a certified, EPA approved laboratory which can provide quality results to SPS. The following are minimum services that will be required upon request:

- Provide asbestos testing as needed
- Provide inspections and testing for any asbestos abatements
- Provide indoor/outdoor environmental testing for other than asbestos
- Provide EPA and AHERA three-year reinspection for approximately 14 sites (schools and departments)
- Provide EPA required asbestos awareness training for approximately 130 employees on a yearly basis to meet AHERA compliance regulations (4 hours or current AHERA requirements)
- Provide asbestos abatement monitoring services
- Provide inspections and testing for asbestos abatements when requested by contractors on behalf of Suffolk Public Schools.

Suffolk Public Schools has used these types of service approximately fifteen (15) times during the previous school year. This is meant to be an estimate only as needs will vary from year to year.

#### **General Requirements**

- A. The Successful Contractor's laboratory shall be approved by NAVLAB for asbestos testing under the Asbestos Hazardous Emergency Response Act (AHERA) and shall be accredited through the National Institute of Standards and Technology (NIST). Proof of certification and accreditation shall be included as a part of the proposal.
- B. The Successful Contractor shall have a Certified Industrial Hygienist on staff.
- C. The Successful Contractor shall be able to provide the following minimum tests in the following categories upon request by Suffolk Public School:
  - 1. Asbestos including airborne
  - 2. Bulk building materials
  - 3. Settled dust and other non-building materials
  - 4. Soil and sediment
  - 5. Water and other aqueous samples
  - 6. Mold including airborne
  - 7. Lead
  - 8. PCBs
  - 9. Radon
  - 10. Formaldehyde in building materials

11. Other environmental testing as necessary should laws dictate such changes during the duration of the contract. Proposer may feel free to include additional testing options as a part of their submission.
- D. The Successful Contractor shall obtain on-site samples and test them as well as test samples obtained by Suffolk Public Schools when necessary. Some of these services may be needed within 24 hours of notification by Suffolk Public Schools. The contractor shall accommodate these requests at no additional cost.
- E. The Successful Contractor shall comply with all federal, state and local laws and industry standards regulating asbestos and environmental testing to include, but not be limited to the Environmental Protection Agency (EPA) and the National Institute of Occupational Safety and Health (OSHA). Quality assurance regiments, quality control regiments and proficiency testing are requirements.
- F. The Successful Contractor shall provide all labor, materials and supervision to perform the required services.
- G. The Successful Contractor shall provide written documentation at the completion of any and all testing and/or inspections.

## **SECTION II PROPOSAL REQUIREMENTS**

Proposals should be as thorough and detailed as possible to illustrate the offeror's capabilities to provide the required services. Offeror's shall submit the following information in the format described below.

- A. Provide a letter of introduction that includes the name and location of the company and a statement of interest and the following non-collusion statement. 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 telephone number, fax number, business address and email address must be included in the letter of introduction. The letter of interest shall 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.”
- B. Provide a brief statement describing the Contractor's qualifications to include years in business, current and former similar contracts, etc.
- C. Provide information on the laboratory used and proof of certification and accreditation as required.
- D. Provide a description of how services will be provided to include, but not be limited to, contact information, timeliness of response, procedures used for testing various samples, documentation provided, length of time for samples to be processed and any other information that will help Suffolk Public Schools in evaluating the contractor.

- E. Provide samples of documentation that will be provided as a part of these services.
- F. Provide contact information and a brief description of qualifications for key individuals who will be involved in services requested as a part of this RFP.
- G. Provide a list of school districts that you currently provide similar services to and information for each to include school name, contact person, phone number and e-mail address.
- H. Provide a detailed cost proposal to include the services listed in Attachment A. Include additional pricing that will be helpful in evaluating the proposals.
- I. Provide a list of additional resources available to your company that would enhance your performance to satisfy the requirements established herein.
- J. Provide any additional information that would enhance the quality of you proposed solution.

### **SECTION III EVALUATION CRITERIA**

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

- 1. Qualification of the contractor and their ability to provide the required services to include, but not be limited to, services available, laboratory certification and accreditation, documentation provided, and timeliness of response including qualifications and certifications of key individuals involved in the project – 40 points
- 2. References from other school districts where similar services have been provided - 25 points
- 3. The value and completeness of the price proposal – 25 points
- 4. Other criteria deemed to be important to the success of the project required herein including any value-added items and other services – 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.

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 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 further evaluation including additional questionnaires, and 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 make multiple awards if in the best interest of 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. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board.
- G. 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.
- H. The School Board reserves the right to add or delete sites as necessary.

## 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. **SHIPPING:** Shipping information will be included with the purchase order. All shipping and handling costs shall be at the expense of the publisher.
- 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 prior to May 31<sup>st</sup> of each year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1st of each subsequent 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. The School Board reserves the right to purchase additional services to meet the intent of this RFP and also reserves the right to negotiate an extension of the contract in order to provide a continuity of services for up to one year from the expiration date of the last renewal option.
- 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. **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.

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 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.

- J. **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)

- 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 LAWS 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. **DOCUMENTATION/INFORMATION:** The successful vendor will maintain and provide the School Board, upon request by the School Board, with the records, reports or other information to document attendance and participation of employees.
- 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 shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments 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.

- 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. **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.
- Z. **SCC 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 the registration/certification as a foreign business entity form available from the Virginia State Corporation Commission. Documentation that a vendor is in the process of obtaining this certification is sufficient for submission of a bid or quote, but must be provided prior to award. No award will be made without this information.

**SCC ID Number** \_\_\_\_\_

- AA. **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.

- 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).

## Environmental Testing and Related Services

### ATTACHMENT 1: Price Proposal Form

**Please provide pricing for the following tests. All pricing shall be provided assuming that the contractor is responsible for collection of the samples.**

<b>Type of Test</b>	<b>Turn Around Time</b>	<b>Price</b>
Transmission Electron Microscopy	24 hours	
Transmission Electron Microscopy	5 days	
Phase Contrast Microscopy	24 hours	
Phase Contrast Microscopy	5 days	
Polarized Light Microscopy	24 hours	
Polarized Light Microscopy	5 days	
Point Counts	5 days	
Vacuum Sample	24 hours	
Non-viable mold spore air samples	5 days	
Tape lift for mold and mold spores	5 days	
Toxicity Characteristic Leaching Procedure	5 days	
<b>Service/Training</b>		
EPA/AHERA Three-Year Reinspections	14 sites at present	
EPA Yearly Training	Price per employee	
Asbestos Abatement Monitoring	Hourly rate	

**ATTACHMENT 2: List of Schools and Departments**

Schools/Departments
Booker T. Washington Elementary 204 Walnut Street Suffolk, VA 23434
Creekside Elementary School 1000 Bennett's Creek Park Road Suffolk, VA 23435
Driver Elementary School 4270 Driver Lane Suffolk VA 23435
Elephant's Fork Elementary 2316 William Reid Drive Suffolk, VA 23434
Florence Bowser Elementary 4540 Nansemond Parkway Suffolk, VA 23435
Hillpoint Elementary School 1101 Hillpoint Road Suffolk, VA 23434
Kilby Shores Elementary 111 Kilby Shores Drive Suffolk, VA 23434
Mack Benn Jr. Elementary 1253 Nansemond Parkway Suffolk, VA 23434
Nansemond Parkway Elementary 3012 Nansemond Parkway Suffolk, VA 23434
Northern Shores Elementary 6701 Respass Beach Road Suffolk, VA 23435
Oakland Elementary 5505 Godwin Boulevard Suffolk, VA 23434
Pioneer Elementary School 150 Pioneer Road Suffolk, VA 23437
Forest Glen Middle School 200 Forest Glen Drive Suffolk, VA 23434
John F. Kennedy Middle School 2325 E. Washington Street Suffolk, VA 23434

Schools/Departments
Colonel Fred Cherry Middle School 7401 Burbage Drive Suffolk VA 23434
John Yeates Middle School 4901 Bennett's Pasture Road Suffolk, VA 23435
King's Fork Middle School 350 King's Fork Road Suffolk, VA 23434
King's Fork High School 351 King's Fork Road Suffolk, VA 23434
Lakeland High School 214 Kenyon Road Suffolk, VA 23434
Nansemond River High School 3301 Nansemond Parkway Suffolk, VA 23434
Turlington Woods School 629 Turlington Road Suffolk, VA 23434
School Administration Offices 100 N Main Street Suffolk, VA 23434
Maintenance Department 1507 Freeney Avenue Suffolk, VA 23434
Transportation Department 120 Forest Glen Drive Suffolk, VA 23434
Food & Nutrition Services 119 Forest Glen Drive Suffolk, VA 23434
Print Shop 1226 White Marsh Road, Suite 212 Suffolk, VA 23434
The College and Career Academy at Pruden 4169 Pruden Boulevard Suffolk, VA 23434

**The School Board reserves the right to add or delete locations during the duration of this contract.**



## EXHIBIT 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