



Department of Purchasing

100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 942-4333

DEC 11 2023
Jostens

INTENT TO AWARD

TO: Jostens, Inc
7760 France Avenue South
Suite 400
Minneapolis, MN 55435

Date: December 11, 2023

Topic: Request for Proposals – Graduation Requirements, Yearbook, Branding and Related Services

This notice of award is to Jostens, Inc to provide Graduation Requirements, Yearbook, Branding and Related Services for Suffolk Public Schools on the basis of the evaluation criteria found in the Request for Proposals. Performance of all services and pricing related to this award shall be in accordance with any addendums, clarifications, negotiations, and your proposal dated September 6, 2023. If you have any questions concerning this matter, please contact me. Please return an acknowledged copy of this **NOTICE OF AWARD** to the **PURCHASING MANAGER** at the above address within ten (10) calendar days.

Dated this 11th day of December, 2023

By:



Anthony W. Hinds, CPPB
Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above **INTENT TO AWARD** is hereby acknowledged by:

Jostens, Inc _____ this the _____ day of _____ 2023.

By _____ Title _____

Copies: Dr. John B. Gordon III, Superintendent
Wendy Forsman, Executive Director of Finance
Dr. Stenette Byrd, Chief of Schools

TERMS OF THE AGREEMENT

- A. The initial term of this agreement shall begin on **the date of award** and continue through **June 30, 2024** 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 by May 1st 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 1st 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 items/ services if required to meet the intent of the RFP. Suffolk Public Schools reserves the right to add or delete locations through the duration of this agreement and my purchase additional materials/services 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.

NONDISCRIMINATION

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. Suffolk Public Schools does not discriminate against faith-based organizations.

AUTHORITY TO TRANSACT BUSINESS

Contractor warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia.

DRUG FREE WORKPLACE

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.

COMPLIANCE WITH LAWS

Contractor agrees to comply with all federal, state, and local laws during the duration of this agreement.

AVAILABILITY OF FUNDS

A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The School Board's extended obligations on those contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following years.

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

The required form is to be filled out and returned with this agreement.

SUSPENSION OR DISBARMENT

The contractor certifies that they are not suspended or disbarred. Should that status change during the duration of the agreement, the contractor will notify Suffolk Public Schools in writing. Failure to do so, may result in the cancellation of the contract and any subsequent renewals.

IMMIGRATION LAW

Contractor warrants that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986

CONTRACTORS RESPONSIBILITY

Contractors must fill out the Contractor/Employee Certification form upon starting work. Contractors must also wear proper identification at all times that they are indeed contractors and will follow the security protocols at the school.

Initial _____

Date _____