



Department of Purchasing

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

March 24, 2021

To All Interested Parties:

Subject: Engineered Wood Fiber Safety Surfacing

Enclosed please find our Invitation to provide engineered wood fiber safety surfacing for Suffolk Public School playgrounds on an as needed basis. All documents enclosed are to be considered an integral part of this invitation to bid. Please read carefully all information contained in the bid document. Any requirement set forth in any attachment is to be adhered to fully.

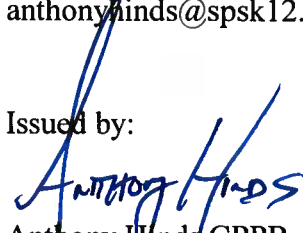
All bids must be submitted in a sealed envelope marked “**Engineered Wood Fiber Safety Surfacing**” and must be received in the Purchasing Office, on or before 2:00 p.m. on Tuesday, April 20, 2021. Bids may also be submitted through the EVA portal by attaching this form. All delivered bids must be sealed in an envelope or package clearly marked with the bid number, due date, time and delivered to:

Anthony Hinds, CPPB
Department of Purchasing
Suffolk Public Schools
100 North Main Street (entrance at rear of building)
Suffolk, Virginia 23434

The bid is posted on the EVA site and Suffolk Public Schools electronic bid board. No other sites are being used. All pertinent information has been provided and the lowest responsive and responsible bid will be awarded the contract. Bids shall be publicly opened and read aloud at the above stated date and time at the above listed location. Due to the pandemic, a Zoom meeting may be used to meet this requirement. Any bid received after the time designated above will be returned unopened. Delivery of any bids to the address above by the due date and time is the responsibility of the bidder. Use of USPS is discouraged as the PO Box is checked only once daily. Any envelopes or packages not clearly marked with the bid number may also be returned unopened.

Any questions concerning this bid shall be submitted in writing to Anthony Hinds at the above fax or emailed to anthonyhinds@spsk12.net

Issued by:


Anthony Hinds CPPB
Purchasing Manager

CONTENTS

The cover letter (Invitation to Bid) and each section attached as listed below constitute this Invitation to Bid. 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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Attachment 1	Contractor/Employee Background Certification Form
Attachment 2	W9 form

**GENERAL BID CONDITIONS
FOR
MATERIALS, SUPPLIES AND EQUIPMENT**

The conditions set forth herein apply to all materials, supplies and equipment provided to the Suffolk City School Board hereinafter called the School Board. All bidders are bound by these conditions. Please read these conditions carefully as they are an integral part of the agreement and contract awarded to the successful bidder.

I. BID PROCEDURE

1. The date and time of bid registration is given in the Invitation to Bid as is the date and time of the bid opening. Bids received after the date and time of bid registration will not be considered.
2. Bids must be submitted on the bid forms provided by the School Board. Vendors may bid on all items or selected items.
3. All information that is requested by the Letter of Transmittal, Invitation to Bid, General Bid Conditions, Specifications and Bid Forms must be included to constitute a valid bid.
4. In submitting a bid, the bidder acknowledges that he is fully informed as to the extent and character of the required materials, supplies and equipment and further represents that he can furnish the materials, supplies and equipment in complete compliance with the specifications.
5. Any deviations from the specifications must be set forth on the bid document.
6. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. Signature of person submitting bid must be in longhand.
7. Sales to school boards are not affected by any fair-trade agreements.
8. The School Board is exempt from Federal, State and excise taxes. The price bid shall be net and not include the amount of any such tax. Tax exemption certificates, if required, will be provided by the School Board.
9. The contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective.
10. Unless otherwise provided in the bid document, the name of a certain brand, make, manufacturer, or definite specification is to denote the quality or standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to potential bidders the general style, type, character, and quality of article desired. The decision of the School Board shall be final and binding on the parties as to whether an item other than that specified is in fact "equal." In bidding on items other than those specified, bidder must give the trade designation of the article, manufacturer's name and detailed specification of the item. Otherwise, the bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified or noted on the bid form.
12. All regularly manufactured stock electrical items must meet the following minimum requirements:
 - a. National Electrical Code
 - b. Standard rules of the American Institute of Electrical Engineering
 - c. National Electrical Management Association
 - d. Uniform Virginia Building Codes (OSHA)
13. When bids are requested on lump sum basis, bidder must enter the price for each item and also the lump sum.
14. All prices quoted must be "per unit" as specified.
15. Price per unit and the extensions for each item bid shall be listed on the bid form. In case of discrepancy, the lowest price will govern.
16. Prices shall be net, with transportation or delivery FOB Suffolk Public Schools as indicated herein at the expense of the successful bidder. The title shall not pass and the risk of loss shall remain on the seller until items have been delivered and accepted by the School Board.
17. Under penalty of perjury, the bidder expressly warrants that the pricing and information submitted herein is not the result of an agreement, expressed or implied, with any other bidder or bidders in an attempt to influence or restrict

competition by the bidder, bidder's suppliers or employees of the company.

18. Bid must be:
 - a. Sealed and submitted in plain envelope, or in one furnished by the School Board.
 - b. Addressed to:
Suffolk Public Schools
Purchasing Manager
100 N. Main Street, 2nd. Floor
Suffolk, Virginia 23434
 - c. Clearly identified on the outside of return envelope with the bid number and the due date and time, as indicated in the bid conditions. **Should the bid number not be clearly marked, the bid may be returned unopened.**
19. No interpretation of the meaning of the bid document will be made orally to any potential bidder. Request for such interpretation should be in writing, addressed to Anthony Hinds, Purchasing Manager, 100 N. Main Street, 2nd Floor, Suffolk VA, 23434, or as directed in the Invitation to Bid, no later than three (3) days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the School Board in the form of addenda. All addenda so issued shall become a part of the bid document.
20. Withdrawal of Bids:
 - a. A bidder may withdraw his bid from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. In order to request the withdrawal of a bid, the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. A bid may be withdrawn as described herein upon the approval of the Purchasing Manager of Suffolk City Public Schools.
 - b. No bid may be withdrawn under this section when the result would be awarding of the contract on another bid the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
 - c. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any materials or labor to, or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - e. If the public body denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

II. SAMPLES

1. All specifications are minimum standards. Accepted bid samples do not supersede specification of quality unless bid sample is superior in which case deliveries must be the same identity and quality as accepted bid sample.
2. The School Board reserves the right to request a sample of the items bid prior to the award or before shipments are made. If sample fails to meet specifications, the bid will be disqualified.
3. If samples are requested subsequent to bid opening, they shall be delivered upon request at the discretion of the School Board or as directed, for bid to have consideration. Samples must be furnished at no expense to the School Board and

must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return provided they have not been used or made useless by tests. Award samples will be held for comparison with deliveries. The School Board will not be responsible for any samples destroyed or mutilated by examination or testing. Vendor will be advised of sample pick up. Samples not removed within ten (10) days after written notice to the bidder will be regarded as abandoned and the School Board shall have the right to dispose of them as its own property, and the bidder shall not hold the School Board liable for any sample disposed of by the School Board.

4. If specifications state that an item to be bid must equal a sample on display, the sample will be made available to all bidders by School Board. Failure of bidder to examine such a sample shall not relieve him from meeting the requirements set forth by the sample.

III. BID AWARD

1. The School Board will notify the successful bidder in the form of a Purchase Order or Notice of Award and will post the Bid Award on Suffolk Public schools Bid Board located on the Second Floor in the School Administration Office at 100 N. Main Street, Suffolk, Virginia 23434.
2. The School Board reserves the right to reject any or all bids in whole or part and to waive any informalities if, in its judgment, it is in the best interest of the School Board.
3. When bids are requested on individual items and also on a total sum of sums, the School Board reserves the right to award bids on individual items OR on total sums as may be in the best interest of the School Board.
4. Awards will be made to the lowest responsive and responsible bidder, as will best promote the public interest.
5. In case of tie bid with all other factors deemed equal with two or more suppliers, preference will be given in the following order: Suffolk City firms, area firms, state firms; otherwise the tie will be decided by lot.
6. The School Board reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
7. in accordance with the Code of Virginia, Section 2.2-4318 [in the case of insufficient funds] the School Board reserves the right to negotiate with the lowest responsible bidder.
8. In submitting a bid, the bidder obligates his company to furnish items at the bid price and that written notice from the School Board accepting the bid constitutes a contract between the bidder and the School Board. The School Board reserves the right to adjust original quantities. In addition, the School Board reserves the right to purchase additional quantities with no increase in price
9. A notice of award or purchase order to successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the contract.
10. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the School Board, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the School Board, the School Board may purchase from other sources to take the place of the item rejected or not delivered. The School Board reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On such purchases, the successful bidder is responsible to the School Board for any excess costs. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract amount.
11. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
12. Cancellation of contract for any reason may result in removal of the successful bidder's name from bid list for future bidding.
13. When materials, equipment or supplies are rejected, the successful bidder must remove them from the premises of the School Board within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the School Board shall have the right to dispose of them as its own property, and the successful bidder shall not hold the School Board liable for any rejected goods disposed of by the School Board.
14. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company, or corporation, without the previous written consent of the School Board.

IV. DELIVERY

1. No items are to be shipped or delivered until successful bidder receives a Purchase Order or Notice of Award from Suffolk City Public Schools.
2. Delivery must be made as stipulated on the Purchase Order. If for reasons beyond the control of the company delivery cannot be made by the specified date, it will be the company's responsibility to notify the Purchasing Manager of reasons for delay and the new delivery date. Failure of this notification may be justification for removal of vendor from the bid list. Failure to deliver within a reasonable time will be cause for open market purchase at the expense of the successful bidder.
3. No deliveries may be made on Saturday, Sunday, School Board holidays, or legal holidays, except when the delivery is an emergency, in which event the convenience of the School Board shall govern.
4. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice.
5. The successful bidder shall be responsible for delivery of items in good condition to the point of destination and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving School Board representative will note for the benefit of successful bidder when packages/items are not received in good condition.
6. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School Board. The successful bidder will be required to furnish proof of delivery in every instance.
7. Unloading is the responsibility of the successful bidder unless otherwise stated in the specifications, and the School Board accepts no responsibility for unloading. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to bidder. No help for unloading will be provided by the School Board, and suppliers should notify their carriers accordingly.
8. All deliveries shall be accompanied by delivery tickets or packing slips and shall contain the following information for each item delivered:
 - a. Purchase Order Number
 - b. Name of Article
 - c. Item Number
 - d. Quantity
 - e. Name of Successful Bidder

Carton shall be labeled with purchase order number, successful bidder's name and statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

10. The successful bidder shall remove all debris and rubbish resulting from work unless otherwise stated in the specifications. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the areas broom cleaned.
11. Equipment and supplies shall be stored at the site only on the approval of the School Board and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss. The successful bidder agrees to assume full and complete responsibility for injuries occurring to employees of Suffolk Public Schools or their parties resulting from equipment and/or supplies stored at the site.
12. 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.
13. Work shall progress in such manner as to cause the least inconvenience to the School Board and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and perform work promptly.
14. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required unless otherwise stated in the specifications.
15. Equipment for trade-in shall be dismantled by the successful bidder and removed at no expense to School Board. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply, "as is". Equipment is available for inspection at the delivery point listed for new equipment, unless otherwise specified.

V. GUARANTEE-WARRANTY

1. The successful bidder guarantees:
 - a. Against defective or faulty material or workmanship for least one (1) year from final payment by the School Board or for a longer period if allowed by law or as so specified. If during this period such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the School Board.
 - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which bidder's workmen are responsible, the building or equipment, to own work, or to the work of other successful bidders.
 - c. That all deliveries will be equal to the accepted bid sample.
 - d. That the equipment or furniture offered is standard, new latest model or regular stock product or as required by the specifications with parts regularly used for the type of equipment or furniture offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - e. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement or longer if so specified). The successful bidder shall make any such replacement immediately upon receiving written notice from the School Board.

VI. INSURANCE BOND

1. The successful bidder shall not be held responsible for losses resulting from war, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence is unable to prevent.
2. The bidder shall maintain liability insurance coverage acceptable to the School Board for all persons involved in delivery, or employed or acting in any other capacity on behalf of the vendor or the manufacturer of items purchased.
3. The successful bidder will be required to carry adequate insurance to protect the School Board from loss in case of accident, fire, theft, etc.

VII. PAYMENTS

1. Payment shall not preclude the School Board from making a claim for adjustment on any item later found not to have been in accordance with General Conditions and Specifications.
2. Partial payments on a total order will be made only by a special arrangement with the School Board.

VIII. DRUG FREE WORK PLACE

1. During the performance of this contract, the contractor agrees to:
 - a. Provide a drug-free work place for the contractor's employees,
 - b. 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 work place and specifying the actions that will be taken against employees for violations of such prohibition,
 - c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free work place,
 - d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10, 000 so that the provisions will be binding upon each subcontractor or vendor.

IX. 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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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.

X. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

1. 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 Attachment 1)**

XI. STATE CORPORATION COMMISSION 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. Failure to include this information with your submittal may result in rejection of your proposal.

SCC ID# _____

XII. 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 jurisdiction

XIII. 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.

Suffolk Public Schools
BID - Engineered Wood Fiber Safety Surfacing
Bid Form

SPECIFICATIONS

Proposal of _____ (Hereinafter called the Bidder),

a corporation, organized and existing under the laws of the State of _____.

TO: The School Board, City of Suffolk, Virginia. The Bidder, in compliance with your invitation for bid for engineered wood fiber safety surfacing for Suffolk Public Schools playgrounds on an as needed basis, having carefully examined the Specifications, the undersigned proposes to furnish and deliver the safety surfacing for the unit cost set forth below:

#	Title	Price per Cubic Yard
1	Engineered Wood Fiber Safety Surfacing, delivered and installed, tested to ASTM F1292 standards. Estimated yearly purchase is 700 CY but reserve the right to purchase more or less at the bid price. Mulch may be blown in but require the surface to be level at completion.	\$ _____

ADDITIONAL REQUIREMENTS

1. Notification to the successful bidder shall be made in writing immediately following award and posted on the Suffolk Public Schools electronic and physical bid board. The initial term of this agreement shall begin on July 1, 2021 and will continue through June 30, 2022. This contract will be automatically renewed each year for four (4) additional one-year periods, beginning on July 1st and ending on June 30th of each subsequent year unless otherwise terminated by either party by giving written notice prior to May 31st of each year. The School Board may approve a price increase for each subsequent year. This 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, for all Urban Consumers (CPI-U) south, for the preceding calendar year.
2. Product shall comply with all requirements as described in the Public Playground Safety Handbook published by the U.S. Consumer Product Safety Commission. Suffolk Public Schools will determine the minimum depth for the safety surfacing required and the successful bidder will be responsible for ensuring that they meet that requirement for each delivery. The successful bidder will be responsible for removing any safety surfacing that does not meet the above standards. Delivery of any safety surfacing not meeting the required standards may be grounds for immediate nullification of the contract.
3. Unit pricing shall include delivery to schools and sites within the Suffolk Public Schools district on an as needed basis. Orders and deliveries will be coordinated with the Maintenance Department, 757-934-6206.
4. Provide a minimum of three (3) references for similar work that has been completed in the last two (2) years. Include contact name, phone number and email address for each.

5. Provide an estimated time for delivery of safety surfacing from the time an order is placed in the space below.

Estimated time for delivery (in days) _____

6. The successful bidders shall be responsible for initiating, maintaining and supervising all required safety precautions and programs in connection with the delivery of safety surfacing. In any emergency affecting the safety of persons on school property, the successful bidder shall act to prevent threatened damage, injury or loss.
7. The Contractor is responsible for obtaining and paying for any necessary permits, licenses and inspections required for completion of this work. Please include a certificate of insurance with this bid.
8. Fill out attached W9 form (**Attachment 2**)

The School Board reserves the right to:

1. Award a contract or contracts as may be most advantageous to the School Board, taking into consideration best value criteria, which may include the following:
 - a. Compliance to ASTM F1292 standards,
 - b. Quality and durability of the safety surfacing,
 - c. References from previous customers on quality of product and delivery
 - d. Overall performance of the product for the use intended,
 - e. Timeliness of delivery
2. Reject any or all bids or to negotiate with the low bidder in case of insufficient funding.
3. Negotiate additional time at the end of the contract to ensure continuity of services during the rebidding process.
4. Purchase additional mulch as needed to meet school operational needs.

IFB-Engineered Wood Fiber Safety Surfacing
March 24, 2021

Is your business a minority business? Woman Owned Minority Owned Other

SCC ID Number _____

(See Section XI under Terms and Conditions.)

Name of company

Signature

Address

Name and Position (Typed)

City, State and Zip Code

Date

Telephone Number

Fax Number

E-mail Address

Email Address for Ordering Purposes



Department of Purchasing

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

Attachment 1: CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

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

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

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

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

SUFFOLK PUBLIC SCHOOLS

Attachment 2: SUBSTITUTE FOR FORM W-9

FEDERAL ID NUMBER 54-1643533

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

Owner's Name (if sole Proprietor) _____

Legal Business Name _____

Address _____

State, City, Zip Code _____

9 Digit Taxpayer Identification Number

Social Security Number _____ - _____ - _____

Federal Employer Identification Number _____ - _____

Business Designation

You may select more than one:

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

Principle Business Activity

List type of Service or Product Provided

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

Name and Title (Print or Type) _____

Signature _____ Date _____