



Department of Purchasing
100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762

May 25, 2021

To All Interested Parties:

Subject: Request for Proposal – Term Architectural and Engineering contract(s)

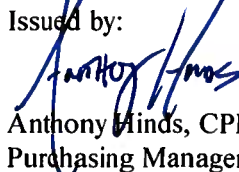
The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide **Term Architectural and Engineering contract** for Suffolk Public Schools. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Any requirement set forth in any attachment is to be adhered to fully. **Interested parties are invited to submit an original and one electronic copy (USB thumb drive is preferred) marked "Term Architectural and Engineering contracts" to the address below on or before 2:00 pm on Friday, June 18, 2021 or through the EVA portal. We are not anticipating any extensions for this proposal. Suffolk Public Schools requires one original and requests one electronic copy should the proposer wish to use a deliver the proposal. The preferred electronic format is a USB thumb drive.** Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Should you deliver or have a company deliver your RFP submission, the proposal shall be sealed in an envelope/package clearly marked with the title of the RFP, the due date and time and delivered to:

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

This Request for Proposals is published on the Suffolk Public Schools and on the EVA site. 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 resulting contracts may be used to provide these services for projects ultimately funded by federal funds such as CARES Act funding, ESSER, etc. 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. All evaluation criteria are enclosed in the RFP, no other criteria will be used.

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

Issued by:


Anthony Hinds, CPPB
Purchasing Manager

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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

It is the intent of the Suffolk School Board to establish a contract to provide Term Architectural and Engineering contracts for Suffolk Public Schools. It is the intent of Suffolk Public Schools (SPS) to establish a contract or contracts to meet SPS consists of eleven (11) elementary schools, five (5) middle schools, three (3) high schools, one (1) alternative school, one center, and six (6) departments. The total student population is approximately 14,000 and there are approximately 2100 employees.

Intent:

- A. This intent of this RFP is a request for architectural services, engineering services, and other professional services that provide expertise in facilities, items to support facilities, .
- B. It is the intention of the District to select one or more vendors who will have the opportunity to serve as the prime contractor(s) legally and financially responsible for providing architectural services for projects that have yet to be determined.
- C. It is the district's intent that this RFP permits competition. It shall be the vendor's responsibility to advise the purchasing agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the purchasing agent not later than fifteen (15) calendar days prior to the date set for acceptance of proposals.
- D. The District reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interests of the District. The District also reserves the right to meet with Vendors at any time to gather additional information. Furthermore, the District reserves the right to delete or add specific services up until the final contract signing.
- E. During the evaluation process, the District reserves the right to request oral presentations and interviews with the vendors deemed best suited and qualified prior to conducting competitive negotiations. During this process, non-binding estimates will be discussed.
- F. This procurement may involve multiple negotiated contracts for Professional Services as defined in §2.2-4301 of the Virginia Public Procurement Act. It is anticipated that once the District identifies two or more viable vendors deemed most qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, competitive negotiations will take place for design fees, labor rates, reimbursable, as well as other items.
- G. The District will consider all cost and proposal elements to be negotiable and not artificially constrained by the internal corporate policies of vendors. Vendors that contend that they lack flexibility because of the vendor's corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase.
- H. All Vendors submitting proposals agree that their terms are valid for a minimum of 90 days after proposal submission to the District.
- I. All Vendors hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that their submittal is based upon the terms, specifications, requirements, and conditions of the RFP. The Vendor further agrees that the performance time specified is a reasonable timeframe, having carefully considered the nature and scope of the project as aforesaid.
- J. All questions should be submitted in writing to Anthony W. Hinds no later than 5:00 p.m. EST, seven calendar days prior to the RFP due date. All questions requiring clarification to the specifications will be answered to the extent possible in the form of addenda.

K. When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copies and electronic documents according to the instructions.

L. This solicitation is subject to the provisions of the District's purchasing procedures as well as the Virginia Public Procurement Act, which are hereby incorporated into this RFP by reference.

M. The District is not responsible for any errors or ambiguities associated with the analysis of the Vendor's proposal.

N. It is the intent to award this RFP no later than August 2021. It is the intent of the District for the successful Vendor's proposal, any additional information requested, and negotiated changes to be incorporated by reference into this agreement. The District will issue a Letter of Intent, Award Letter, and/or Contract Agreement for the services procured.

O. The initial contract term will commence upon award, and expiring on June 30, 2022. The contract may be extended upon mutual agreement of both parties for four (4) additional one-year periods beginning July 1 of each year, and ending June 30, 2024, at the rates, terms, and conditions set forth in the negotiated contract resulting from this RFP. Price changes will be negotiated only at contract renewal. Any request for price increases must be presented to the School Board by no later than May 1 of each year.

P. A purchase order (PO) will be issued to execute all purchase transactions. The receipt of a PO authorizes the vendor to provide the agreed upon goods/services. The number should be shown on all payment requests. Vendors that provide goods/services without a PO do so at their own risk.

Q. It is understood that the Vendor's Work may not be completed during the above contract term; however, all terms and conditions of the Owner/Architect Agreement, including all rights and obligations, shall survive until the Work is completed, with the exception of the District's right to issue, and the Vendor's right to accept, additional projects.

R. It is the intent of Suffolk Public Schools to offer multiple contracts and will establish a rotation based on the awarded contracts for the needed services. For example, civil engineering jobs will be rotated amongst the civil engineering awarded contractors. Suffolk Public Schools will not guarantee a specific dollar amount as the need for an architectural or engineering service will be on an "as needed basis".

S. Should this contract be used using federal appropriations, the necessary announcements will be made by way of a purchase order or amendment to the contract. Suffolk Public Schools reserves the right to use this contract/contracts to use federal funds and the supplemental documentation at the time of issuing a purchase order will meet our required notifications.

T. The District reserves the right to ask any Vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the District deems desirable.

Scope of work:

The District is seeking sealed proposals from qualified architectural firms that have demonstrated professional competence and possess the experience to design and provide bid documents and drawings, special inspections, and assist in bid evaluation and contract administration regarding various projects, on an as-needed basis. The types of services to be performed may include:

- a) Re-roofing
- b) Design services for renovation and/or additions to existing schools/buildings
- c) Evaluations, analysis, recommendations, cost and time estimates, reports, schematic, preliminary or final designs, feasibility studies, field inspections, on-site investigations and code compliance investigations, structural engineering projects, electrical engineering projects, civil engineering projects, mechanical engineering services, acoustical expertise, sports field/track renovation expertise, parking lots, ADA requirements, and FFE design services.
- d) Provide complete contract documents for project designs

- e) Assist with bidding documents for wired infrastructure for either fiber or cabling projects
- f) Provide other types of professional services of a nature consistent with the intent of this RFP

Any order for feasibility or other study or a schematic or preliminary design issued pursuant to the term contract resulting from the award of this RFP shall not include the right to extend the firm's scope of services to include full design and construction period services. However, the firm shall not be prohibited from participating in the competitive negotiation procurement for such services.

This is intended to be a multi-year contract. The District reserves the right to make multiple awards. The successful firm(s) will be utilized for multiple architectural projects, on an as-needed basis during the contract period. The initial term shall be one (1) year, with the option to renew four (4) additional one-year terms. The fair and reasonable fees, as negotiated, shall be used in determining the cost of each project performed.

Any architectural services project cost that exceeds \$2,000,000.00 will require competitive negotiation under a separate solicitation. The sum of all projects performed in one contract term shall not exceed \$8,000,000.00. These amounts are determined due to the thresholds found in the Public Procurement Act (Virginia code § 2.2-4303.1.).

GENERAL REQUIREMENTS

- A. Vendor will be responsible for design, provide bid documents and drawings, special inspections, assist in bid evaluation and contract administration.
- B. Project assignments will be on an as needed basis, based on the Vendor's qualifications, expertise, current workload, capabilities, performance record, location or proximity to the project, and other factors that may be pertinent to the particular project. The right is reserved at all times to perform the work in-house or to award large projects under a separate competitive negotiation solicitation. The maximum commission for any single project will be \$2,000,000.00. Any architectural project cost that exceeds \$2,000,000.00 commissions will be procured by competitive negotiation under a separate solicitation.
- C. Upon identification of a specific project by the District, the Vendor will be asked to propose a detailed scope, preliminary design, schedule, and fee for the project. The fee shall be agreed upon for all work for the project, prior to assignment, by incorporating the negotiated fees/rates. The total fee shall include all expenses for performing the necessary work, including professional charges and transportation ordinarily required to fulfill the contracted services. After negotiation between the District and the Vendor for the project, a purchase order will be issued describing the negotiated scope of work, fees, etc. The fair and reasonable fees, as negotiated, shall be used in determining the cost of each project performed.
- D. All design and construction documents will be required to meet the standards and codes of the Commonwealth of Virginia, City of Suffolk, the District, and Federal Regulations applicable to environmental issues. The design shall also be in accordance and compliance with the most current International Code Council Accessible and Usable Buildings and Facilities Standard.
- E. Reimbursable expenses, i.e., the actual expenses incurred indirectly in connection with the services performed for transportation (other than ordinary transportation); reproduction of reports, drawings and specifications in addition to submittal set; shall be estimated at the time of contract award, with actual expenses added to the invoice. Out of town travel must be approved in advance.
- F. The successful Vendor must have the capability to provide all correspondence, drawings, specifications, etc. in Microsoft Excel or Word, CAD, or other industry approved files for such work.

G. Firms proposing as an association of firms such as a joint venture or associated architectural firms ("the association") must meet the following standards:

- Must each be registered or licensed to offer the proposed services;
- Must clearly define their responsibilities to each other, and to the Owner;
- Must provide professional liability insurance coverage of the association or joint venture;
- Must provide the organization and management structure for their arrangement;
- Must provide evidence of each firm's financial condition and stability with respect to fulfilling its obligations under the agreement;
- Must indicate whether or not the parties to the association are jointly and severally liable for the services provided.

H. Suffolk Public Schools will require that the drawings and peripheral documents from this project become the property of Suffolk Public Schools. Whatever costs associated with this effort will be addressed during the negotiation phase of the RFP process.

SERVICES TO BE PERFORMED

A. Definition

Architectural Services shall be required to facilitate professional consulting services associated with research, development, design and construction for various Suffolk Public Schools and Buildings. The ability to award contracts is based on the availability of funding. The District does not represent or guarantee any volume of work that successful firm(s) will receive during any contract term.

B. Basic Services

1. Vendor shall perform any and all professional services as hereinafter stated which includes performance of all tasks in accordance with generally accepted professional standards and Vendor further represents that it will provide the District the best possible advice and consultation within the Vendor's authority and capacity as a professional Vendor. Vendor will comply with the regulations, laws, ordinances and requirements of all governmental agencies and authorities that have jurisdiction over design criteria applicable to the project.
2. Vendor will be responsible for initiating action with any and all contractors.

C. Study and Preliminary and/or Design Phase

1. Prepare preliminary design documents to be reviewed by the District before approval of construction plans and specifications.
2. Review with the District all preliminary design documents and probable project costs as submitted.
3. Furnish and assist in the preparation of documents, plans, and design data as may be required for the approval of governmental agencies and authorities having jurisdiction over design criteria; and assist in obtaining such approvals by participating in submissions to, and negotiations with appropriate officials and authorities.

D. Final Design Phase

Upon completion of the Preliminary Design Phase and notification by the District that the preliminary design documents are acceptable in all respects to the District and to all governmental agencies and authorities having jurisdiction over design criteria, Vendor shall:

1. On the basis that the preliminary design documents are finally approved, prepare the final construction plans and specifications, and the Contract Documents (in concurrence with the Purchasing Department), which shall include bid forms, notice to bidders, instructions to bidders, advertisement, bid proposals, contract form, bonding and insurance requirements and, assist in the preparation of other related documents.
2. Furnish the District a revised opinion of probable project cost based on the final plans and specifications and other related documents.
3. Review with the District all final plans and specifications, contract documents and all other related documents as submitted.

E. Final Submission

Furnish all construction documents, such as: plans, and design data as may be required; and assist in the preparation of the required documents as may be required for the approval of governmental agencies and authorities having jurisdiction over design criteria; and assist in obtaining such approvals by participating in submissions to, and negotiations with appropriate officials and authorities.

F. Bidding and Negotiating Phase

After authorization to proceed with the Bidding and Negotiating Phase, the Vendor shall:

1. Manage distribution of construction documentation.
2. Obtain bids or negotiating proposals for construction.
3. Consult with and advise the District as to the acceptability of contractor as well as subcontractors or persons and organizations proposed by the contractor.
4. Consult with and advise the District as to the acceptability of substitute materials and equipment proposed by contractor.
5. Prepare all documents necessary for the District and contractor to enter into a contract for the project and forward all such documents to the District Purchasing Department.

G. Construction Phase

During the Construction Phase, the Vendor shall:

1. Furnish the District with an additional three (3) sets of plans, with all addendum information incorporated, electronic copies of the post bid documents in both AutoCAD and PDF formats. The District's contractor shall also be provided with up to an additional ten (10) sets of plans, at no charge. Additional sets will be furnished at reproduction cost.
2. Consult with and advise the District and act as its representative as normally expected of a professional A & E firm. The Vendor will have the authority to act on behalf of the District to the extent authorized by the District.
3. Make periodic site visits as determined by the District, to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine if the work is proceeding in accordance with the final plans and specifications and the contract documents. The Vendor's efforts will be directed toward providing assurance for the District that the completed project will conform to the final plans and specifications and to

the contract documents. During such visits and on the basis of on-site observations, the Vendor shall keep the District informed in writing of the progress of work, shall endeavor to guard the District against defects and deficiencies in the work of the contractor(s), shall notify the District on any observed defects or deficiencies in the work of the contractor, and shall disapprove or reject work as failing to conform to the final plans and specifications or contract documents.

4. Review and approve shop drawings and samples within fourteen (14) days of submittal, the results of tests and inspections and other data which contractor is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans and specifications and the contract documents; determine the acceptability of substitute materials and equipment proposed by the contractor; and receive and review maintenance and operating instructions, schedules, warranties, bonds, and certificates of inspection, which are to be assembled by the contractor in accordance with the final plans and specifications and contract documents.
5. Issue instructions to contractor and prepare all change orders as required and authorized by the District; the Vendor may act as District representative, require special inspection or testing of the work and shall act as interpreter of the requirements of the final plans and specifications and contract documents and judge of the performance thereunder by the parties hereto.
6. Based on the Vendor's periodic on-site observations (no less than two per month) as an experienced and qualified design professional and upon review of contractor's applications for payment and the accompanying data and schedules, the Vendor shall advise the District as to the amount owing to the contractor and indicate whether such amount is approved; such approvals of payment will constitute a representation to the District, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Vendor's knowledge, information and belief, the quality of the work is in accordance with the final plans and specifications and contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans and specifications and the contract documents, and to any qualifications stated in its approval).
7. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the final plans and specifications and the contract documents and if the contractor has fulfilled all of its obligations thereunder so that the Vendor may indicate to the District and other governmental agencies, in writing, that final payment should be made to the contractor.
8. Prepare a set of as-built construction documentation in digital format, using the latest version of AutoCAD and Adobe Acrobat, incorporating changes to the bid documents made during the project. "As-built" documents will have to be submitted in the same digital format.
9. The Vendor shall be responsible for and correct all omissions and oversights in plans and specifications at no cost to the District.

SITE VISITS

Please contact Vernon Jackson with the Maintenance Department at 757-934-6206 to schedule site visits for individual or all schools.

DEADLINE FOR QUESTIONS

The deadline for questions for this procurement is June 8, 2021 by no later than 5:00 PM. No additional questions will be accepted after this time.

SECTION II PROPOSAL REQUIREMENTS

Each Offeror interested in submitting a proposal for consideration shall submit the information described below in a sectional format. Award for the services described herein will be based on the best value of the services and equipment proposed.

- A. Provide a letter of introduction that includes the name and location of the company, a statement of interest, and the ability to provide the required services. The letter must also 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.”

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 and fax numbers must be included in the letter of introduction.

- B. Provide a brief statement describing the offeror's qualifications to include years in business, similar contracts, etc. Provide the name, qualifications and contact information for the person who will serve as the contact for this project. Include SCC Identification number or justification. (See Section V, Item Y.)
- C. Provide the location of the office that will provide services for Suffolk Public Schools. Include resumes and backgrounds of those that would be servicing Suffolk Public Schools
- D. Provide a list of Virginia schools or other government contracts of similar size to Suffolk that you have provided like services to in the past three (3) years. Include a contact person, phone number and email address.
- E. Provide documentation verifying all required certifications.
- F. Provide any other information that may assist in the evaluation of the services and equipment required herein.
- G. Fill out the appropriate forms as found in the Terms and Conditions and attachments.

SECTION III EVALUATION CRITERIA

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

Approach and Methodology - 25 Points - This section of the proposal should include a general discussion of the Vendor's understanding of the "overall" project and a summary of the services being proposed.

Explain in detail the firm's approach and proposed methodology for achieving the stated objectives, including how your firm will meet the needs of a school district.

Describe any additional services the vendor is able to provide with relation to the scope of this RFP.

Company background, qualifications and past experience - 25 Points – Please include size and capacity of the firm including office, location, organizational charts, etc. to demonstrate capacity of the firm. Include all services being offered. References will be counted in this grading criteria.

Qualifications and Experience of Key Personnel – 30 Points – Include a list of authorized principals and resumes of key personnel. Please include the key person in charge of the contract, if awarded. In the resume section, please include Name with titles, years with firm, total years in the profession, education, certifications and any other credentials.

Project Management, Quality Assurance and Quality Control 20 points – Please include process, procedures on how your firm will ensure that schedules are met, budgets are adhered to, procedures are followed, and contractors are held accountable. Include in your proposal key personnel that will be in charge of construction management and adherence to published specifications.

Also include your ability to meet the requirements of the contract, including to ability to handle workloads, and detail how the firm will communicate with Suffolk Public Schools and manage consultants (if applicable).

Total possible points: 100 Points

SECTION IV COOPERATIVE PROCUREMENT

Not applicable as prohibited by the Code of Virginia § 2.2-4304.

SECTION V SELECTION OF OFFEROR

- A. The School Board will use the competitive negotiation process in selecting the offeror to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for formal and/or informal interviews. 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 and interviews.
- 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. Competitive negotiations as found in the Virginia Public Procurement Act, as found in § 2.2-4302.2. Section 4. Negotiations will take place with the highest ranked offerors, in order of ranking by an evaluation committee, until a sufficient number of firms have been selected to meet our needs.
- D. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposal.
- E. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board.
- F. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434. It will also be posted on the Suffolk Public Schools' website.
- G. The School Board reserves the right to negotiate all aspects during contract negotiation and subsequent award of the contract/contracts.

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 shipping and handling costs shall be at the expense of the successful offeror.

E. TERMS OF AGREEMENT: The initial term of this agreement shall begin upon award and continue through June 30, 2022 after which this agreement may 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. Any changes to the agreement will be done in writing and mutually agreed upon. Suffolk Public Schools reserves the right to purchase additional services within the intent of the RFP. Suffolk Public Schools may also add, delete, or modify locations as needed for the duration of this agreement.

F. TERMINATION: The School Board Offeror may terminate the Agreement upon thirty (30) 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. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION: Upon award, the successful offeror and any employee who will have direct contact with students shall provide certification as found in Attachment 1. (See Attachment 1)

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 contractor; required provisions – All public bodies shall include in every contract over \$10,000.00 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.

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 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.

R. TAXES, FEES, CODE COMPLIANCE AND LICENSING: The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall follow all applicable codes, ordinances and permitting requirements.

S. COORDINATION OF WORK: The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.

T. 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 judgements 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.

U. INSURANCE: The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.

V. WORKERS' COMPENSATION INSURANCE/EMPLOYERS' LIABILITY INSURANCE: The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.

W. 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.

X. 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.

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 any such change in coverage.

Z. RIGHT TO RENEGOTIATE - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement upon the renewal dates

AA. 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 _____

BB. SUSPENSION OR DISBARMENT - In issuing your proposal, you are certifying that the ~~proposer~~ has not been suspended or disbarred at any level (state or national) and are eligible to be awarded a contract.

The Vendor certifies that neither the Vendor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA") or the Commonwealth of Virginia as found on the EVA site. By responding to this solicitation, the Vendor is certifying they are in "Good Standing".

CC. PROPRIETARY INFORMATION – Proposers reserve the right to mark items as proprietary and request that trade secrets be protected. It is the responsibility of the proposer to clearly mark information as proprietary at the time of submission.

DD. BYRD ANTI-LOBBYING - The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form. This signed certification statement will be kept in the bid file. A copy of the required form can be found here:

EE. CLEAN AIR AND WATER CERTIFICATION - Upon award, the selected proposer/proposers may be required to complete the certification found in Attachment 4. Proposers may pre-fill this out if they wish and submit with their submission, but may be required upon or prior to award.



Department of Purchasing

100 N. Main Street, 2nd Floor

Suffolk, VA 23434

(757) 925-6762 Fax (757) 942-4333

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 any violent felony as set forth in the definition of a barrier crime in Virginia Code 19.2-392.02, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Virginia Code 19.2-392.02 and does not involve sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

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 as set forth in the definition of a barrier crime or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and/or meet the terms as outlined above:

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection. For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities

ATTACHMENT 2: SUSPENSION AND DISBARMENT

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (Pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on Page 2)

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (*Federal, State or Local*) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (*Federal, State or Local*) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (*Federal, State or Local*) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE (MM-DD-YYYY)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the Page 1 in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

ATTACHMENT 3: BYRD ANTI-LOBBYING FORM

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (Currently exceeding \$100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Clean Air and Water Certificate

Applicable if the contract exceeds \$150,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$105,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8 ©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Suffolk Public Schools and the respondent shall execute this Certificate.

Name of Successful Offeror

Suffolk Public Schools

The successful offeror company agrees as follows:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS I THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-6(C) or (d), or approved implementation procedure under Section 112 (d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

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Continued Clean Air and Water Certificate

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plan, installation, structure, mine vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the successful offeror.

Suffolk Public Schools Representative

Signature of successful offeror

Title

Date