



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

June 17, 2021

To All Interested Parties:

**Subject: Request for Proposal – Division wide Drink Vending Contract**

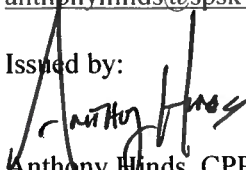
The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide a **Division wide Drink Vending** services for Suffolk Public Schools. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information 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 “Division wide Drink Vending contract” to the address below on or before 2:00 pm on Tuesday, July 6, 2021 or through the EVA portal (if submitting through EVA, a paper copy is not required). 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 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](mailto: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 a division wide drink vending contract 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:**

The School board is interested in procuring the needed drinks for Suffolk Public Schools students, staff, and athletic events for the school division. This agreement will be an exclusive arrangement where all bottled drinks and/or fountain drinks will be delivered to our school locations.

### **Statement of Needs:**

The School division is needing a partner to provide needed drinks, sodas, sport drinks, juices, and other beverages for the school division and its various activities. The school division is seeking a partner to increase the number of machines throughout the school division to increase revenues for the individual schools and to have a consistent partner to provide services.

The average number of cases purchased through our previous arrangement has been approximately 1,500 cases. It is the intent of the division to increase the number of machines, modernize such machines to allow for multiple ways of payment and to improve overall sales by way of this agreement. It is also the intent of the School Board to allow for the purchase of at various events throughout the school year by way of this contract.

## **SPECIFIC PROPOSAL REQUIREMENTS**

### **TIME OF DELIVERY OF PRODUCTS**

It is the intention of Suffolk Public Schools to allow deliveries at schools and administrative sites during regular hours. Other delivery times must be coordinated and approved by the school principal/site administrator.

### **GENERAL SPECIFICATIONS**

#### **PRODUCTS**

- ◆ The products will be all non-alcoholic beverages with the exclusion of milk and coffee sold by the Contractor, both refrigerated and non-refrigerated. The Suffolk Public Schools desires a wide variety of soft drink products to be provided by the Contractor for sale, including water, juices, tea, etc. All products offered must comply with the American Beverage Association (ABA) School Beverage Guidelines.
- ◆ Some of the Contractor's products, e.g., those with staining properties (red dye soft drinks) or products in glass containers, may or may not be allowed under this contract, subject to the approval of Suffolk Public Schools.
- ◆ The final product line to be sold on Suffolk Public Schools owned property will be the mutual decision of the school division and the vendor. Suffolk Public Schools' acceptance of Contractor recommendations shall not be unreasonably withheld.

- ◆ Suffolk Public Schools shall not be required to provide personnel for selling soft drinks. However, if Suffolk Public Schools or an individual school's desires to sell over-the-counter soft drinks at events with its own personnel, the Contractor shall be required to provide soft drink products at a cost not greater than the cost stipulated in the vendor response, for sale at Suffolk Public Schools or school related events.

## EXCLUSIVITY

- ◆ Offerors should define the difference in compensation for an exclusive versus a non-exclusive contract. It is understood that this contract will offer exclusive rights to sell all allowable drinks, with the exclusion of milk and coffee through vending machines. Subject to negotiation will be exclusive rights for the sale of over the counter drinks at sporting events and other activities where drinks are sold on Suffolk Public Schools property, subject to any applicable laws, regulations or policies with respect to the Food Service program.
- ◆ If an exclusive contract is awarded, student operated stores and stands operated by various booster clubs will be required to sell the Contractor's Soft Drink Products direct. Offerors should submit a pricing schedule for products to be sold for resale by student groups and/or booster clubs. The only exception to this will be if such a group has an already established contract. In that case, the current contract will be allowed to be continued until such time as the earliest possible cancellation (without penalty).
- ◆ The successful Contractor may receive exclusive Soft Drink Products advertising opportunities in all Suffolk Public Schools owned facilities and at all Suffolk Public Schools functions to the extent mutually agreed upon during the negotiations of this contract(s). All advertising must be approved in accordance with the School Board's policies. Offeror should identify any advertising requested as part of an agreement.
- ◆ Suffolk Public Schools shall use its best efforts to ensure that the benefits described above are exclusive to the Contractor. However, the exclusive rights shall apply only with respect to Suffolk Public Schools owned and controlled facilities with respect to which the Suffolk Public Schools retains control of space utilization decisions. The exclusive rights may be limited with respect to Charter Schools.

## PRICING

Pricing of products and the amount charged at the vending machine shall be mutually agreed upon during the negotiation of the final terms and conditions. The vending Contractor shall include in its offer an initial pricing proposal including the maximum price increase percentage applied each year to the prior years' average price. All price increases shall be by mutual agreement and the price increase shall not be unreasonably withheld.

Products not sold through a vending machine will be considered separately and the Offeror shall define the process by which the sale price to the school will be determined. It is expected that all products purchased through this contract for resale will be priced at or below the current wholesale prices that are available at the time of purchase.

## EQUIPMENT

- ◆ The Contractor will be required to furnish, as soon as possible, based on its submitted plan vendor-owned vending machines at all agreed upon locations. The number, placement, products and hours of sale shall be determined by mutual agreement between the Contractor and the School Division. The vending machines shall be modern and of the latest machine technology, have bill change capabilities, be electrically efficient, have unit sales counting capabilities and be aesthetically acceptable to Suffolk Public Schools.
- ◆ All machines furnished under this contract in must have an internal, non-resettable counting mechanism which will allow for the verification of both monies collected and products sold. The counting mechanism must record in a way that is directly related to the financial reports.

- ◆ All vending machines located in areas accessible to students, will be required to have a clock so it may be turned off and on automatically in order to comply with the National School Lunch Program. Vending machines located in the cafeteria of high schools must also have a clock that automatically turns the machine off and on. An alternate plan that can accomplish the same criteria may be considered if submitted in the proposal.
- ◆ Vending machines shall be quiet and non-disruptive to the activities of the school division.
- ◆ The installation and expense of installation of vending machines shall be the Contractor's responsibility. Suffolk Public Schools shall cooperate with, and support, reasonable requests from the Contractor in this regard.
- ◆ The Suffolk Public Schools may reject machine signage if deemed objectionable or a distraction to the activities in the facility. Signage must also comply with National School Lunch program or any other federal food regulations.
- ◆ The Contractor will supply coolers for carnivals and special events where Contractor's products are sold.

## **HOURS OF OPERATION**

**The following are the hours of operation for the various location types:**

- **Elementary Schools** – No restrictions – faculty and staff use only.
- **Middle Schools** – All student access machines are to be off during the scheduled school day. No restrictions on faculty and staff use machines.
- **High Schools** - Per ABA guidelines and consistent with **National School Meal Program and the Code of Virginia**. No restrictions on faculty and staff use machines.
- **Administrative Buildings** - No restrictions – faculty and staff use only.

Alternative operating hours with pricing will be considered.

## **VENDING EQUIPMENT MAINTENANCE**

The vending Contractor shall be responsible for the maintenance and repair of vending equipment and any other equipment it provides for use on Suffolk Public Schools property that is vendor-owned during the term of this contract. Suffolk Public Schools will exercise prudent care in the handling and operation of any such equipment. The Contractor must ensure that each vending machine is not out of service for more than 24 hours from the time of notification by any Suffolk Public Schools employee of malfunction. The Contractor shall replace machines that are chronically out of service or malfunctioning.

## **ELECTRICITY**

Suffolk Public Schools shall furnish, at no cost to the Contractor, the electric power necessary for the operation of the vending machines. A projection of the maximum annual electrical cost and maximum aggregate annual electrical consumption per machine shall be included in the proposal. Suffolk Public Schools shall take reasonable measures, consistent with our mission, to avoid power loss and to restore power if, and when, a power outage occurs. Contractor shall provide the amperage of the machines and electrical consumption.

## STORAGE SPACE

Suffolk Public Schools shall not be required, without fee, to furnish any storage space for Soft Drink Products owned by the Contractor. Suffolk Public Schools may provide temporary storage of concession equipment after athletic or other events without charge. Suffolk Public Schools will consider a proposal to provide long-term inventory storage for products or machines for an annual fee.

## COMMISSION/PAYMENT PROCEDURE

- ◆ Offeror should include with its proposal a schedule of payments identifying the following components:
  1. **Sponsorship Dollars** – Annual amount paid to secure an exclusive agreement and for any required advertising.
  2. **Commission Percentages**
  3. **Any other incentives offered as part of a contract.**

Offeror may respond with all or some of the above pricing components and may also add additional components as necessary.

- ◆ The Offeror should also include in their proposal a payment schedule and the final payment schedule will be determined mutually between the successful Offeror and Suffolk Public Schools.
- ◆ All machines shall have automatic sales counters that can be used for sales verification by Suffolk Public Schools, or its representatives.

## ACCOUNTING REQUIREMENTS

- ◆ All financial records of the Contractor pertaining to this contract shall be made available for audit during normal working hours for Suffolk Public Schools or its designated auditor.
- ◆ The Contractor shall provide each location with cards including phone number for students to contact the Contractor for refunds of money lost in the Contractor's machines.
- ◆ Suffolk Public Schools must approve the Contractor's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Such reports shall be submitted to the Contracting Officer monthly and shall include detailed sales reports by product and machine location, as well as periodic reconciliation of the sales dollars from each location with the gross expected sales dollars based on the product sold. The report must separate sales and commission payments by site and by program (e.g., Food Services and Athletics). The Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with the accepted industry standards, and will keep such financial records for a period of three years after the close of each year operation.

## 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 28, 2021. 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 VI, Item AA.)
- 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 any other information that may assist in the evaluation of the services and equipment required herein.
- F. 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:

- A. Value and completeness of the price proposal – Include the following: annual revenues, incentives, commission percentages and/or sponsorship dollars. Also include pricing guidance for products. – 40 points
- B. Project Methodology: Offeror shall provide a description outlining the services to be performed. Such description should, at a minimum provide: 30 points
- a. Offerors understanding of the service to be provided.
  - b. Proposed methods and equipment to be used.
  - c. Strategies to maximize revenue.
  - d. Project plan and any other pertinent information.
- C. Qualifications and Experience – Background information concerning the organization, description of the firm’s ability to perform the work, years of experience in providing services. Please provide personnel information on who would provide services including management structure. – 30 points

**Total possible points: 100 Points**

## **SECTION IV COOPERATIVE PROCUREMENT**

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, "a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies. "

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor ' s responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdiction

## **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. Based on initial evaluations, 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. During negotiations, the selected firm may be required to demonstrate cost and fees. The School Board also reserves the right to negotiate any and all aspects of this contract award including length of agreement and other terms to meet the intent of the Request for Proposals.
- 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 the terms of this contract on an annual basis in order to maintain a fair market value and to take advantage of any technological advances during the life of the contract.



## 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 on upon award and continue through June 30, 2022 after which this agreement may be extended for four (4) additional one-year periods, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year, unless otherwise terminated by either party by giving written notice by May 1<sup>st</sup> of any given year. The length of the agreement may be negotiated but the total will be not greater than five years from the award date. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1<sup>st</sup> of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) south, for the preceding calendar year. Suffolk Public Schools reserves the right to purchase additional equipment and services as needed to meet the intent of the RFP and, due to the nature of this procurement, to negotiate for additional time past expiration in order to provide for the continuation of services during the re-solicitation process should that become necessary. 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 that (i) he/she 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 or she 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)**

**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 including pricing and any incentives that may be a part of this agreement on an annual basis on or before the renewal date.

**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 you have 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.

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, 2<sup>nd</sup> 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.

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Name of Successful Offeror

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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 F(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.

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**Suffolk Public Schools Representative**

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**Signature of successful offeror**

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**Title**

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**Date**