



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

February 7, 2022

To All Interested Parties:

Subject: Request for Proposal – Website Design, Hosting and Support/Mass Communication Solutions

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide website, design, hosting and support 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 “Website Design, Hosting and Support” on or before 2:00 pm on Tuesday, March 1, 2022. We are not anticipating any extensions for this proposal. Proposals may also be delivered to the address below at the proposer’s risk of delivery. 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:

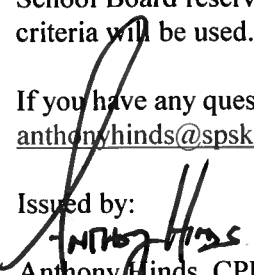
Anthony W. Hinds CPPB
Department of Purchasing,
Suffolk Public Schools
100 N. Main Street, 2nd Floor
Suffolk, Virginia 23434

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 is 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 website design, hosting and support services for Suffolk Public Schools. Should the website provider offer a mass communication via email, phone calls, etc. may be contemplated as a part of this RFP. Suffolk Public Schools would also reserve the right to purchase both solutions separately at the discretion of the School Board. The division currently has a comprehensive website at www.spsk12.net, which is maintained by Intrado. The following platforms are used by the district to maintain an active social media presence: Twitter (@sufvaschools), Instagram (@sufvaschools) and Facebook (@suffolkvapublicschools) 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.

General Requirements:

Suffolk Public Schools is searching for web designer to provide a variety of services to communicate to both internal and external stakeholders at various School facilities. The intent is to design the division webpage and then filter the same template to all school locations. Contractor will provide all expertise, equipment, tools, etc. to provide the division and its schools with a website that is user friendly and would prefer to have a site that also has integration into our various social media sites.

The chosen contractor will have demonstrated experience with constructing websites, integration of third-party websites, web design/custom template options, customer support, web hosting, migration of content, and other related areas. General activities include the design and maintenance of the Suffolk Public Schools webpage and all associated school and organization websites toward the utmost accessibility, clarity, ease of use, and integration with existing instructional and technology applications in an inviting, engaging, and aesthetically pleasing format.

Website content, from web copy to multimedia, should be compelling and narrative-driven. While we're not asking for written content in this RFP, the design and Content Management System (CMS) must work to showcase and elevate our content, creating a sense of unity across content of varying types, styles, and production sources. The Suffolk Public Schools homepage and all associated SPS websites should be current and clear public-facing platforms that enhance our reputation as a division of innovation.

Deliverables will include the following:

1. General design features: Using industry best practices, the website vendor will design a custom look and feel for the new SPS website. The website will feature a high impact design while still maintaining ease of use to guide the visitor to the information they are looking for and encourage them to act. The website serves as a resource, guide, and portal. Whether users are searching for a school website, looking for specific information about Suffolk Public Schools, or simply exploring, their experience should be intuitive and seamless.
2. The Content Management System (CMS) must be user-friendly and training costs need to be included in the price quoted. The website and its content should be flexible and adaptable, and will continue to evolve. As such, the CMS needs to be flexible and user-friendly to content administrators so that SPS staff can most effectively enact institutional priorities and respond to user needs. Offerors shall provide a quote that includes any annual or monthly fees including charges for updating software, hosting, or any edits that SPS staff may not have the technical expertise to accomplish. The Offerors will also provide information on any costs involved with the CMS that are not included in the price quoted (annual fees, subscriptions, etc.).

The Designer will implement tools within the CMS that will allow SPS staff to easily create online forms/newsletter sign-ups. While not immediately needed, access to a tool designed to create mailing lists is desirable

Allow school sites to have personalized websites using the division's website as a guide

Provide Department pages with the ability to have subpage

Allow a central administrator at the division level and/or school level to provide permission controls to either individuals or groups.

3. Accessibility: The new website must meet the requirements of accessibility to all users as required by law. We expect this site to serve as a model of web accessibility.

4. Mobile Responsive: One of the primary purposes of this redesign is to implement a mobile-responsive, optimized website that is effective, easy-to navigate and attractive. With an ever-increasing proportion of website visitors accessing via a phone or other non-traditional device, the site's appearance and functionality on these platforms is very important. The design of the site needs to be device agnostic so that visitors can interact with the site from desktops, laptops, mobile devices, and phones. Site visitors need to quickly find the information they are looking for on-the-go from a well-designed mobile site, rather than a reduced version of the desktop site.

5. Social Media Integration: The Designer will provide recommendations and costs for "conceptually" integrating division social media onto the site. (Facebook, Twitter, Instagram and YouTube)

6. Mobile App must be fully integrated with the SPS website and includes the push notification functionality. Suffolk Public Schools must be able to receive data and analytics related to the app.

7. Calendar of Events and Activities: The Designer will create/install a state-of-the-art website calendar for events, meetings, and other typical entries. There will also be the ability for users to search for specific events and SPS staff will need the ability to add/edit/delete events. More than one calendar may be required. Ability to combine multiple calendar feeds into a single calendar will be beneficial. This calendar needs to integrate with Google, and other web-based calendars.

8. Google Analytics: The Designer will integrate site analytics for all pages and individual school websites. The analytics data should be easily available for SPS staff analysis. Must easily integrate with Google Analytics to track overall traffic and identify trends.

9. Customer service should be responsive and effective, to include at least regular and on-call maintenance of the website, immediate tech troubleshooting, responsiveness to requests for enhancements, and periodic review of content for timeliness, accuracy, and reliability of linked content. A Service Level Agreement (SLA) should be established stating specific response times for support.

10. Language Translation should be included as an option on the division website as well as each individual school's website.

11. URL/Hosting: Site to be hosted in an environment that has multiple redundant sites to ensure the site is available 24 x 7

12. Web Portals for staff and students should be provided to house documents and links to internal and external resources. The portals must include user authentication where appropriate to provide security. This security should be integrated with Google SSO.

13. Safety features should be included. Websites must protect sensitive data including any student data. Website and vendor partner must protect the rights of information including but not limited to the sale, trade or lease of Suffolk Public Schools data including emails, phone numbers, or any other contact information.

Preferred Options:

1. Rapid Notification Systems must be included and as vendors should work with a number of division technology programs that are designed for communication similar to Edulog, School Messenger, etc. Communication platforms (similar to school messenger, Edulog, etc.) must include the ability to send messages via email, phone and SMS text messages. SMS text feature must have the ability to include more than a 60-character field text limit. This may be awarded together, separately or not at all as a part of this solicitation.

2. Slideshow and Video Capabilities: The Designer will implement tools within the CMS that will allow SPS to easily upload and display slideshows and videos (both online and originals), including to the site's main header image(s).

Must be easy to adjust or resize any uploaded video or image.

Must be able to upload videos and images easily into a template or format.

Ability to incorporate layered scrolling effects and background videos.

Other Options for Desired Capabilities:

- a. Tables
- b. Multiple templates if necessary
- c. RSS feeds
- d. Document Libraries
- E. newsletter templates

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 a detailed cost proposal
- F. Provide any other information that may assist in the evaluation of the services and equipment required herein.

SECTION III EVALUATION CRITERIA

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

A. Cost proposal – 35 points

Please provide as complete of a price proposal as possible for the solution you are proposing. Please include any additional fees or charges that are a part of your solution. Include in your submission pricing for website design, hosting services, any yearly fees, fees for mass communication options, and any costs associated with contracting with your firm for these services. Please detail out pricing in the design year from any subsequent renewal terms.

B. Qualifications and experience of the firm and those that will be assigned to project – 25 points

Please include the following required information:

- Background information of the organization including ownership, project team, organization chart etc.
- Number of years that the offeror has been in business
- One page (minimum) of person/team that will be performing the services for Suffolk Public Schools

C. Methodology – Offeror is to provide a description outlining how services will be provided – 20 points

Please include the following required information:

- Demonstrate an understanding of the work that needs to be completed
- Provide methods that will be used in this project
- Provide a detailed timeline to implement the project as outlined
- Any other pertinent information that the proposer feels is important to the implementation of the project

D. Capability – 20 points

Please include the following required information:

- Provide a list of all services that the firm can provide that will not only respond to our immediate needs, but also provide other services that will also be helpful to the project.
- Please include any services that your firm plans to subcontract to meet our requirement
- Provide a minimum of five references (Governmental/school experience preferred)
- Please ensure that references include name of firm, name of contact person, address, and phone number

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 IV 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. If in Suffolk Public Schools' opinion, presentations or demonstrations of proposals and capabilities are warranted, Suffolk Public Schools will notify the appropriate Offerors. Multiple presentations during this selection process may be required. Such presentation or demonstration shall be at a SPS site or virtually, shall be at a date and time mutually agreed to between SPS and Offerors, and shall be at the Offerors expense. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror(s) 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. 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.
- D. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board and may negotiate all aspects of such award.
- E. 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.
- F. 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 is scheduled to begin on July 1, 2022 and continue through June 30, 2023 after which this agreement may be extended for five (5) 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 alter the start date to begin design of the webpage. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1st of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, 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.

F. TERMINATION: The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

G. COLLATERAL CONTRACTS: Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.

H. 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.

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 organization.

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 be in compliance with 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.

Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverage's, in an amount not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. Such insurance shall name Suffolk Public Schools as an additional insured for both ongoing and completed operation on a primary and non-contributory basis. Coverage will include a Waiver of Subrogation in favor of Suffolk Public Schools. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

Umbrella / Excess liability Insurance including coverage with minimum limits of four million dollars (\$4,000,000) per occurrence and aggregate which shall attach over above noted policy coverages.

Workers' Compensation Insurance as required under Code of Virginia, Title 65.2. not less than Five Hundred Thousand Dollars (\$500,000) per accident/employee and policy limit. Coverage will include a Waiver of Subrogation in favor of Suffolk Public Schools.

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 \$500,000.00 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 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 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. You may submit a proposal while you await a SCC ID, if required, however, a contract cannot be awarded without this information or justification for not including the SCC ID number.

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.

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 and must provide a written statement as to why such protections are necessary. Proprietary information submitted by the Offeror will be maintained as confidential pursuant to Virginia Code 2.2-4342 to the extent allowable by law. The School Board will not release such information unless required to do so pursuant to the Virginia Freedom of Information Act or court order. The School Board will inform the Offeror/Vendor of any request for such proprietary information and whether the School Board determines that the information should be released in accordance with the Virginia Freedom of Information Act or court order. The School Board will allow the vendor a reasonable amount of time to challenge the release of such information. A statement by the Offeror that the entire proposal is proprietary and/or a statement that Offerors pricing/costs are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further evaluation and award. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal, not under separate cover and labeled proprietary, shall be Public Information in accordance with state statutes.

DD. QUESTIONS - Submit questions about the specifications by e-mail to the Procurement personnel identified in this RFP not less than five (5) working days prior to the closing date of the Request for Proposal.

EE. REASSIGNMENT- Should this contract be reassigned by the awarded company; the reassignment must be approved in writing by Suffolk Public Schools. It is the requirement of the company to notify the School Board within 30 days of the reassignment.

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 violent 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 violent crime of moral turpitude that is not set forth in the definition of violent 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 violent 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