



Department of Purchasing

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

INTENT TO AWARD

TO: Blackboard Inc.
11720 Plaza America Drive, Floor 11
Reston, VA 20190

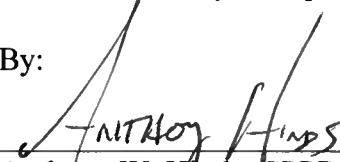
Date: September 2, 2022

Topic: Website Design, Hosting and Support/Mass Communication Solutions

This notice of award is to Blackboard Inc. to provide website design, hosting, and support/mass communications solutions for School Suffolk Public Schools on the basis of the work of an evaluation committee. Performance of all services and pricing related to this award shall be in accordance with any addendums, clarifications, and your bid dated March 1, 2022. If you have any questions concerning this matter, please contact me. Please return an acknowledged copy of this **NOTICE OF AWARD** to the **PURCHASING MANAGER** at the above address within ten (10) calendar days.

Dated this 2nd day of September, 2022

By:



Anthony W. Hinds, CPPB
Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:

Blackboard Inc. this the _____ day of _____ 2022.

By _____ Title _____

Copies: Dr. John B. Gordon III, Superintendent
Wendy Forsman, Executive Director of Finance
Anthonette Ward, Community Engagement

TERMS OF THE AGREEMENT

The initial term of this agreement shall begin upon award and continue through June 30, 2024. This contract may be renewed for four (4) additional one-year periods, beginning on June 1st and ending on May 31st of each subsequent year unless otherwise terminated by either party by giving written notice by April 1st. The final renewal for this agreement will be no later than June 30, 2028. The School Board agrees to the compensation found in this agreement. Nothing herein waives our ability to terminate due to non-appropriation of funds.

COMPENSATION

\$49,000 each year for the first two years. \$45,800 each additional year renewal year.

NONDISCRIMINATION

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

AUTHORITY TO TRANSACT BUSINESS

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

DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

COMPLIANCE WITH LAWS

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

AVAILABILITY OF FUNDS

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

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

The required form is filled out and is on file in the Purchasing Office

SUSPENSION OR DISBARMENT

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

IMMIGRATION LAW

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

CONTRACTORS RESPONSIBILITY

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

Initial _____

Date _____