



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

March 31, 2026

To All Interested Parties:

Subject: Request for Proposal 1959-P – Fire Suppression Systems Inspections, Testing and Maintenance

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide **Fire Suppression Systems Inspections, Testing and Maintenance** 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 through the EVA portal or delivered to the address below on or before 2:00 pm on Tuesday, April 21, 2026. We are not anticipating any extensions for this proposal.** Proposers may use the USPS at their own risk. The post office box is only checked once daily. Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Proposals not sent through EVA must be delivered to:

Linda Bates, NIGP_CPP, VCO, VCA
Department of Purchasing
Suffolk Public Schools
100 N. Main Street, 2nd Floor
Suffolk, Virginia 23434

This Request for Proposals is published on both the Suffolk Public Schools and EVA websites. 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 Linda Bates at lindabates@spsk12.net or no later than noon on Tuesday, April 14, 2026.

Issued by:

Linda Bates, NIGP-CPP, VCO, VCA
Coordinator of Purchasing

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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 Fire Suppression Systems Inspections, Testing and Maintenance 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 14,500 and there are approximately 2300 employees.

Intent:

It is the intent of the School Board to establish a contract or contracts to provide Fire Suppression Services and to provide facilities that meet all necessary safety precautions for our students. The scope of work shall include, but is not limited to; those listed in the Statement of Needs and timely reporting of information as requested by Suffolk Public Schools. Suffolk Public Schools invites any qualified Offeror to submit a proposal. Offerors responding to this request must be responsible, regularly and practically engaged in providing the services requested in this RFP and possess ample resources for doing this work.

Scope of work:

The Contractor shall be responsible for the provision of all labor and expertise required to maintain the fire systems. In the event that the Contractor identifies specialized repairs beyond its immediate internal capabilities, the Contractor is responsible for sourcing and managing a qualified subcontractor to perform such work. All proposed subcontractors must be submitted to Suffolk Public Schools for final review and written approval prior to the commencement of any work. SPS reserves the right to reject any subcontractor if it is deemed in the best interest of the School Board. Contractor shall furnish all materials, labor and equipment necessary for the service and maintenance of all the automatic fire systems, portable fire extinguishers and related fire suppression equipment for Suffolk Public Schools. Contractor shall also furnish all materials, labor, and equipment necessary to perform inspection and general service to all fire suppression systems in kitchens, and throughout the rest of the building. Contractor shall perform yearly inspections of all fire extinguishers, sprinkler systems, and conduct all required hydrostatic testing and complete the recharging of units as per the following:

PROPOSAL REQUIREMENTS

1. Inspect, test, and service central kitchen hood systems, including those in classrooms, and perform work as required by fire code:
 - a. High Schools and Middle Schools on an annual schedule. All systems must be inspected in the summer and during the Christmas holiday season. All inspections must be scheduled with each school at least 48 hours in advance.
 - b. Elementary Schools on an annual schedule. All systems must be inspected in the summer. All inspections must be scheduled with each school at least 48 hours in advance.
 - c. Provide a letter of certification of proper performance to the fire marshal for their approval.
2. Inspection of portable extinguishers as scheduled by current fire code.
3. Perform hydrostatic retesting of extinguishers and chemical bottles as scheduled by current fire code.

Contractor shall provide written test verification on the exterior of the bottle.

4. Perform inspections of spray/paint booth suppression systems two times per year.
5. Provide recharging costs to include parts, labor, materials (i.e. chemical, O-ring, collar, valve assembly, mounting bracket, etc.).
6. Inspect extinguishers in all Suffolk Public Schools, administrative offices, and auxiliary facilities and complete a report which includes tagging of all inspected extinguishers and comprising a mapped location of each extinguisher inspected. Provide detailed report, including site map with extinguisher locations marked, size and type of extinguisher, and date of last hydro test.
7. Ensure that any replacement devices shall fit in current mounting bracket, cabinets or housing. If new device does not fit, bracket, cabinet or housing shall be replaced by the Contractor.
8. Inspect and service (i.e. hydrostatic test) the K extinguishers found in the kitchens of the buildings.
9. Provide costs to supply 5-pound and 10-pound extinguishers of all types. All extinguishers must be NFPA code approved, with a hydro date no older than 6 months at the time of installation.
10. Provide flat-rate cost to service extinguishers on a per-call basis as needed.
11. Loaner bottles of the same type must be provided when any extinguishers are removed from a building for service.
12. Complete all service calls within 48 hours following a request by Suffolk Public Schools.
13. Provide services as outlined in the Sprinkler Systems Inspections, fire and smoke detectors as found below.

SPRINKLER SYSTEM INSPECTIONS, FIRE ALARMS, SMOKE DETECTORS AND ADDITIONAL WORK

The successful proposer shall furnish all materials, equipment, labor and supervision required to provide fire suppression systems inspections, testing and maintenance to include, but not be limited to, all fire alarms, smoke detectors and sprinkler systems (including associated pumps, valves, and other equipment of the fire extinguishing systems at the twenty (20) schools listed. Suffolk Public Schools reserves the right to add or delete school locations as necessary at an agreed upon price between the bidder and the School Board. All results from these inspections shall be submitted in a pre-approved acceptable format with one copy to be delivered to the Suffolk Fire Department and one copy to the Director of Facilities and Planning for Suffolk Public Schools.

The successful bidder shall make recommendations to Suffolk Public Schools Maintenance Department as to any additional work required for fire code compliance discovered during inspections. No additional work shall be completed without approval from Terry Napier, Director of Facilities and Planning or Vernon Jackson, Supervisor of Operations.

SERVICE AND SYSTEMS VERIFICATION

Contractor shall verify with School Plant all inspection requirements and provide a list of all fire suppression systems at all locations and Schools.

ADDITIONAL REQUIREMENTS

1. All services shall be in compliance with all state, federal, and local fire department regulations.
2. Contractor must be licensed by the State Board of Contractors specifying specialty in fire systems.
3. Testing frequency for all systems shall be in accordance with the Statewide Fire Prevention Code and applicable NFPA standards.
4. A complete written record of all tests and inspections required in accordance with applicable sections of the Statewide Fire Prevention Code shall be provided to Suffolk Public Schools.
5. Contractor shall submit a letter of certification of proper performance for each system to the Suffolk City Fire Department, with copies left at each location and person issuing the work order.
6. Technician servicing extinguishers must be certified per NFPA 10.
7. Proposers, upon award, will need to be willing to bill the maintenance and food service departments separately, if necessary.

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 Tuesday, April 14, 2026 at noon. No additional questions will be accepted after this time.

SECTION II PROPOSAL REQUIREMENTS

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

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

“The offeror expressly warrants that the information submitted herein is not the result of an agreement expressed or implied with any other offeror or offerors in an attempt to influence or restrict competition.”

The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The telephone and fax numbers must be included in the letter of introduction.

- B. Provide a brief statement describing the offeror’s qualifications to include years in business, similar contracts, etc. Provide the name, qualifications and contact information for the person who will serve as the contact for this project. Include SCC Identification number or justification. (See Section V, Item Y.)
- C. Provide the location of the office that will provide services for Suffolk Public Schools. Include resumes and backgrounds of those that would be servicing Suffolk Public Schools
- D. Provide a list of Virginia schools or other government contracts of similar size to Suffolk that you have provided like services to in the past three (3) years. Include a contact person, phone number and email address.
- E. Provide documentation verifying all required certifications.
- F. Provide a detailed cost proposal including the pricing structures found in this solicitation for sprinklers. Hood inspections will be priced per hood.
- G. Provide any other information that may assist in the evaluation of the services and equipment required herein.
- H. 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 – Mark up on materials, rates for personnel/services. Please use attached sheet to provide your pricing. If required, add an additional sheet to the pricing sheet for a list of additional price services to meet the needs listed in the RFP. – **40 points**

- B. Experience of the organization and their ability to provide the services described in this request for proposal including certifications and licensing. Points will be awarded for experience in: (i) maintaining/repairing fire suppression systems; (ii) working in occupied school, recreation facilities (Parks and Recreation has a program in several schools).(iii) Past experience in working with school facilities. References will be considered as a part of this criteria -**30 points**

- C. Project management plan(s) - demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should identify: (i) how the Offeror will assign its on-call crews; (ii) how repairs will be accomplished; and (iii) how the Offeror will respond to emergencies and unplanned activities etc. – **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. 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, including labor cost, direct personal expense, overhead, man-hours by category and direct (non-labor) expense in a format prescribed by the School Board. 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 website and Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434.
- 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 July 1, 2026 and continue through June 30, 2027 after which this agreement may be extended for four (4) additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice by May 1st of any given year. The School Board may approve a price increase for each subsequent year. 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 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 .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. (https://www.fsa.usda.gov/Internet/FSA_File/ad1047.doc)

The Vendor certifies that neither the Vendor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily

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

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

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

(https://forms.sc.egov.usda.gov/efcommon/eFileServices/eFormsAdmin/SF-LLL_9707V01.pdf)

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.

PRICING SCHEDULE:

Please use the pricing schedule to fill in your pricing for the inspections as listed in the scope of services. Proposers may add additional items as they see fit on another sheet but all of the printed items must be filled in completely. **Please note that while filling out his schedule is required, it is NOT the sole criteria used for this RFP (see Section III)**

	SCHOOLS	ANNUAL COST PER SCHOOL
1.	Booker T. Washington Elementary School 204 Walnut Street Wet sprinkler system	\$ _____
2.	Creekside Elementary School 1000 Bennett's Creek Park Road Wet sprinkler system	\$ _____
3.	Florence Bowser Elementary School 4540 Nansemond Parkway Wet sprinkler system	\$ _____
4.	Elephant's Fork Elementary School 2316 William Reid Drive Wet sprinkler system – only mechanical room	\$ _____
5.	Hillpoint Elementary School 1101 Hillpoint Road Wet sprinkler system	\$ _____
6.	Kilby Shores Elementary School 111 Kilby Shores Drive Wet sprinkler system – only mechanical room	\$ _____
7.	Mack Benn, Jr. Elementary School 1253 Nansemond Parkway Dry sprinkler system	\$ _____
8.	College and Career Academy at Pruden 4169 Pruden Boulevard No sprinkler system	\$ _____
9.	Nansemond Parkway Elementary School 3012 Nansemond Parkway Wet sprinkler system – only mechanical room	\$ _____

10.	Northern Shores Elementary School 6701 Respass Beach Road Dry sprinkler system	\$ _____
11.	Oakland Elementary School 5505 Godwin Boulevard Wet sprinkler system	\$ _____
12.	Southwestern Elementary School 150 Pioneer Road Wet sprinkler system	\$ _____
13.	Forest Glen Middle School 200 Forest Glen Drive No sprinkler system	\$ _____
14.	Colonel Fred Cherry Middle 7401 Burbage Drive Wet sprinkler system	\$ _____
15.	John F. Kennedy Middle School 2325 E. Washington Street No sprinkler system	\$ _____
16.	John Yeates Middle School 4901 Bennett's Pasture Road No sprinkler system	\$ _____
17.	King's Fork Middle School 350 King's Fork Road Wet sprinkler system	\$ _____
18.	Turlington Woods School 629 Turlington Road No sprinkler system	\$ _____
19.	Lakeland High School 214 Kenyon Road Wet sprinkler system	\$ _____
20.	Nansemond River High School 3301 Nansemond Parkway Wet sprinkler system	\$ _____

21.	King's Fork High School 351 King's Fork Road Wet sprinkler system	\$ _____
22.	Operations Center 3264 Pruden Blvd. No sprinkler system	\$ _____
	TOTAL	\$ _____

LABOR COST PER HOUR: \$ _____

LABOR COST PER OVERTIME HOUR: \$ _____

FIXED MARKUP ON MATERIALS: _____ %

or percentage discount of off published list price: _____ % off.

Please provide a list with additional costs and services offered by your firm including, but not limited to, the inspecting, charging, and replacement of portable extinguishers. This may be placed on your letterhead or separate sheet. All received information will be contemplated as a part of our price evaluation.



**SUFFOLK
PUBLIC SCHOOLS**

Department of Purchasing

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

CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of any violent felony as set forth in the definition of a barrier crime in Virginia Code 19.2-392.02, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony as set forth in the definition of a barrier crime or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and/or meet the terms as outlined above:

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

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

ATTACHMENT 2: SUSPENSION AND DISBARMENT

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

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

(Before completing certification, read instructions on Page 2)

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

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

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

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 3: BYRD ANTI-LOBBYING FORM

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

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

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

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

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Clean Air and Water Certificate

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

Name of Successful Offeror

Suffolk Public Schools

The successful offeror company agrees as follows:

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

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

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

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

THE TERMS I THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

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

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

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

Continued Clean Air and Water Certificate

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

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

Suffolk Public Schools Representative

Signature of successful offeror

Title

Date