



# REQUEST FOR PROPOSAL

Isle of Wight County School Board  
9307 Old Stage Highway  
Smithfield, VA 23430  
757-357-4393

Attention of Offeror is invited to the Code of Virginia, Virginia Public Procurement Act,  
Sections 2.2-4367 thru 2.2-4377 (conflict of interest)

**THE SCHOOL BOARD OF ISLE OF WIGHT COUNTY DOES NOT DISCRIMINATE  
AGAINST FAITH BASED ORGANIZATIONS**

ISSUE DATE:	June 16, 2026
RFP ITEM NO:	# 26 - 05
CLOSING DATE:	July 7, 2026
CLOSING TIME:	4:30 pm
PROCUREMENT OFFICER:	Liesl R. DeVary

## DESCRIPTION OF REQUEST FOR PROPOSAL

This document constitutes a request for sealed proposals (RFP) from qualified individuals and or organizations to provide CONTRACT SECURITY SERVICES – SCHOOL SECURITY OFFICERS (SSOs). The following section must be executed and signed by an authorized representative of your company.

Company Name: \_\_\_\_\_ Federal I. D. #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

Person Quoting: \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed or typed)

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Acknowledge receipt of addenda \_\_\_\_\_

TYPE OF OWNERSHIP					
If Offeror is a Minority Business, please indicate the type of classification below – Check all that apply					
	Yes	No		Yes	No
African American Owned			Female Owned		
American Indian Owned			Faith Based Organization		
Aleutian Owned			Hispanic American Owned		
Asian American Owned			Small Business		
Eskimo Owned			Other		

**ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS**

**ANTI-COLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, IWCS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, 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.

**EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:**

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:

a. THE OFFEROR, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR 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 SUCCESSFUL OFFEROR 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.

**Name and Address of OFFEROR:** \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

FEDERAL TAX ID/SOCIAL SECURITY NUMBER \_\_\_\_\_

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# ISLE OF WIGHT COUNTY SCHOOLS

## Request for Proposal # 26-05

### 1. PURPOSE

The School Board of Isle of Wight County (hereinafter “Isle of Wight County Schools,” “IWCS,” or “School Board”) requests proposals from prospective Offerors (hereinafter referred to as Offeror, Successful Offeror or Contractor) to provide trained School Security Officers (SSOs) to support the safety and security operations of the division's secondary schools. The selected contractor shall provide professional, reliable, and appropriately trained personnel to work collaboratively with school administrators, School Resource Officers (SROs), staff, students, and visitors in maintaining a safe and secure learning environment.

### 2. BACKGROUND

Isle of Wight County Schools is located in the Hampton Roads region in the State of Virginia. Isle of Wight has two incorporated towns, Smithfield and Windsor. Isle of Wight County encompasses 363 square miles of which 316 square miles is land and 47 square miles is water. The County is bounded by the James River on the north and the Blackwater River to the south.

The Isle of Wight County Schools includes five elementary; two middle schools, two high schools and three support facilities. The Isle of Wight County Schools is a rural and growing suburban residential school district, serves a very diverse population of approximately 5,400 students.

### 3. STATEMENT OF NEEDS

#### 3.1 SCOPE OF WORK

This Scope of Services shall serve as the minimum requirements for all proposals submitted in response to this Request for Proposals. Contractors may propose additional services, staffing enhancements, technologies, or value-added solutions that support the goals of Isle of Wight County Schools.

##### a. **Staffing Requirements and Hours of Coverage**

- School Security Officers shall generally provide coverage during regular school operating hours (7:00 am until 3:00 pm) including student arrival and dismissal periods.
- Typical coverage may be approximately eight (8) hours per day during the student instructional calendar; however, IWCS reserves the right to adjust schedules to meet operational needs, support after-school activities, summer programs, training events, or special events. School holidays and breaks shall be unpaid unless otherwise specified.

<b>Location</b>	<b>Quantity</b>	<b>Schedule of Coverage</b>	<b>Number of Hours</b>
Georgie Tyler Middle School - 23320 North Court Street Windsor, VA 23487	2 - Unarmed	Mon-Fri 7:00 am to 3:00 pm (minus scheduled holidays and breaks as noted below)	80
Smithfield Middle School - 14175 Turner Drive Smithfield, VA 23430	2 - Unarmed	Mon-Fri 7:00 am to 3:00 pm (minus scheduled holidays and breaks as noted below)	80
Smithfield High School - 14171 Turner Drive Smithfield, VA 23430	1 – Unarmed	Mon-Fri 7:00 am to 3:00 pm (minus scheduled holidays and breaks as noted below)	40
Windsor High School - 24 Church Street Windsor, VA 23487	1 - Unarmed	Mon-Fri 7:00 am to 3:00 pm (minus scheduled holidays and breaks as noted below)	40

School Security Officers will not work on school holidays and scheduled breaks. The 2026-27 School Schedule is as follows:

September 4, 7 All Schools/Offices Closed (Labor Day Holiday)  
September 8 First Day of School  
September 28 Asynchronous student day; Staff Workday/Professional Learning Day  
October 2 SHS Homecoming; 1:00pm dismissal for CAES, HES & WSES  
October 9 WHS Homecoming; 1:00pm dismissal for CES & WES  
October 12 All Schools/Offices Closed (Holiday)  
October 13 Student Holiday; Staff Professional Learning Day  
November 11 Veterans Day Observed – All Schools/Offices Closed  
November 23-27 All Schools/Offices Closed (Thanksgiving Holiday)  
December 21-31 All Schools/Offices Closed (Winter Break)  
January 1 All Schools/Offices Closed (Winter Break)  
January 4 Student Holiday; Staff Work Day  
January 18 All Schools/Offices Closed (MLK, Jr. Day)  
February 4 Student Holiday; Staff Workday  
February 5 Student Holidays; Staff Professional Learning Day  
February 15 All Schools/Offices Closed (Presidents’ Day)  
March 19 Asynchronous student day; Staff Professional Learning Day  
March 26 Student Holiday; Staff Virtual Workday  
March 29- 31 All Schools/Offices Closed (Spring Break)  
April 1-2 All Schools/Offices Closed (Spring Break)  
April 30 Asynchronous student day; Parent Conferences & Staff Work Day  
May 28, 31 All Schools/Offices Closed (Memorial Day)  
June 15, 16 Three Hour Early Dismissal for All Schools  
June 17 Staff Work Day/ High School Graduations

**b. Contractor Responsibilities**

The Contractor shall:

- Maintain all required licenses, certifications, and insurance coverage.
- Comply with all federal, state, and local laws and regulations.
- Provide workers' compensation, liability insurance, and professional liability coverage.
- Ensure personnel comply with all School Board policies and procedures.
- Cooperate fully with school administrators, law enforcement, and emergency responders.

**c. Contract Objectives**

The primary objectives of this contract are to:

- Enhance the overall safety and security of IWCS secondary schools.
- Support operation of weapons detection systems and visitor screening.
- Increase supervision of common areas and student gathering locations.
- Improve emergency preparedness and response capabilities.
- Provide consistent security staffing and relationship-building with students and staff.
- Support a safe, secure, and positive educational environment for all stakeholders.

**3.2 SCHOOL SECURITY OFFICERS DUTIES**

School Security Officers shall perform duties that include, but are not limited to:

**a. Campus Security and Monitoring**

- Conduct regular patrols of assigned school buildings, grounds, parking lots, athletic facilities, and other designated areas.
- Monitor entrances, exits, and visitor access points.
- Assist with securing school facilities before, during, and after school operations.
- Monitor common areas including hallways, cafeterias, courtyards, restrooms, and athletic venues.
- Assist with maintaining orderly movement of students during arrival, dismissal, class changes, lunch periods, and special events.

**b. Weapons Detection Operations**

- Operate division-issued weapons detection systems and associated screening equipment.
- Conduct screening of students, visitors, contractors, and other individuals entering designated school facilities.
- Follow IWCS-established screening procedures and protocols.
- Assist with secondary screening procedures when alarms are activated.
- Maintain screening records and report equipment issues as required.

**c. Safety and Security Response**

- Respond to security incidents, disturbances, behavioral concerns, and emergencies in accordance with IWCS policies and procedures.
- Assist administrators during investigations involving safety or security concerns.

- Provide support during emergency drills and actual emergency incidents, including lockdowns, evacuations, sheltering, reunification operations, and other emergency management activities.
- Coordinate with School Resource Officers, local law enforcement, fire-rescue personnel, and school administrators as directed.

**d. Student Engagement and Prevention**

- Develop positive professional relationships with students while maintaining appropriate boundaries.
- Serve as a visible and approachable security presence.
- Assist in identifying and reporting safety concerns, suspicious activity, behavioral issues, and potential threats.
- Support violence prevention and school climate initiatives as directed by school administration.

**e. Event Security**

- Provide security support during school-sponsored activities, athletic events, performances, graduation activities, and other special events as requested.
- Assist with crowd management, traffic control, and access control during events.

**f. Documentation and Reporting**

- Complete incident reports, daily activity logs, and other required documentation.
- Immediately report significant incidents to designated school administrators.
- Maintain accurate records in accordance with IWCS requirements.

**g. Minimum Personnel Qualifications**

All School Security Officers assigned under this contract shall:

- Be at least twenty-one (21) years of age.
- Possess a high school diploma or GED.
- Hold all licenses and registrations required by the Commonwealth of Virginia and the Virginia Department of Criminal Justice Services (DCJS).
- Successfully pass state and federal criminal background checks.
- Successfully pass child protective services and sex offender registry checks.
- Possess strong verbal and written communication skills.
- Demonstrate experience working in educational, public safety, security, military, or law enforcement environments.
- Be physically capable of performing all required duties.
- Preference may be given to personnel with prior school security, law enforcement, military, emergency management, or youth engagement experience.

**h. Training Requirements**

The Contractor shall ensure all assigned personnel receive and maintain training in the following areas:

- Virginia DCJS-required training and certifications. (SSO Initial certification)
- School-based security operations.
- De-escalation and conflict resolution.

- Crisis intervention techniques.
- Youth and adolescent development awareness.
- Emergency response procedures.
- Incident command principles and emergency management.
- Weapons detection system operations.
- Active threat response awareness.
- Cultural competency and customer service.
- The Contractor shall provide documentation of all required training upon request.

**i. Staffing Continuity and Coverage**

The Contractor shall:

- Assign consistent personnel to each school whenever possible.
- Notify IWCS Security and Emergency Management Supervisor of anticipated staffing changes.
- Provide qualified substitute officers during absences.
- Ensure replacement personnel are familiar with IWCS policies, school layouts, emergency procedures, and post orders before assignment.
- Maintain staffing levels sufficient to fulfill all contractual obligations.
- Repeated use of untrained or unfamiliar replacement personnel may be considered a performance deficiency.

**j. Supervision and Management**

The Contractor shall:

- Designate a Contract Manager as the primary point of contact for IWCS.
- Provide twenty-four (24) hour emergency contact capability.
- Conduct regular supervisory visits to assigned schools.
- Address personnel performance issues promptly.
- Participate in meetings with IWCS administration as requested.
- School Security Officers shall work under the daily operational direction of the building principal or designee while remaining employees of the Contractor.

**k. Uniforms and Equipment**

The Contractor shall provide:

- Clearly identifiable professional uniforms.
- Any equipment required to perform contract duties.
- All contract employees shall not be armed in the performance of their duties. Nor shall weapons be brought onto school property for any reason.

**l. Performance Standards**

The Contractor shall ensure personnel:

- Report to duty on time and in proper uniform.
- Conduct themselves professionally at all times.
- Maintain confidentiality regarding students and school operations.
- Follow all IWCS policies, procedures, and directives.
- Demonstrate professionalism, integrity, sound judgment, and appropriate interactions with students and staff.

- IWCS reserves the right to request removal and replacement of any assigned officer whose performance, conduct, attendance, or professional behavior is deemed unsatisfactory.

#### **4. SPECIAL INSTRUCTIONS TO OFFERORS**

##### **4.1 ISSUING OFFICE**

Wherever used in this RFP, the Issuing Office shall be:

Isle of Wight County Schools  
Finance Department  
9307 Old Stage Highway  
Smithfield, VA 23430  
Telephone: (757) 357-4393

##### **4.2 CONTRACT PERIOD**

The initial contract period shall be for one (1) with five (5) optional renewal years upon mutual consent of the parties.

##### **4.3 CONTRACT ADMINISTRATOR**

The Contract Administrator for this contract shall be Liesl R. DeVary, Chief Financial Officer. Contact can be made by email to [ldevary@iwcs.k12.va.us](mailto:ldevary@iwcs.k12.va.us). After award, a full-time contract administrator will be assigned.

##### **4.4 QUESTIONS**

Submit questions about the specifications by e-mail to [ldevary@iwcs.k12.va.us](mailto:ldevary@iwcs.k12.va.us) not less than five (5) working days prior to the closing date of the Request for Proposal.

##### **4.5 COST OF RESPONDING**

This solicitation does not commit Isle of Wight County Schools to pay any costs incurred by the Offeror or any party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is Isle of Wight County Schools obligated to procure or contract for such services.

##### **4.6 COOPERATIVE AGREEMENT**

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 Offeror (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. Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Offeror (s).

The School Board of Isle of Wight acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Successful Offeror’s responsibility to notify the jurisdictions of the availability of contract(s). Bidders desiring to offer to other jurisdictions under this clause shall so indicate in their response.

Any public body may enter into a contract directly with the Successful Offeror or Offerors with all the terms and conditions as set forth in this RFP process including negotiations and Best and Final Offers.

#### **4.7 PROPOSAL CHANGES OR MODIFICATIONS**

Changes or modifications to this RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda on the cover page of this RFP. Oral modifications shall not form a part of the RFP documents. This proposal and any addenda shall be incorporated, by reference, into any resulting contract. Any changes or modifications will be posted on EVA (eva.state.va.us) and it is the responsibility of the Offeror to be aware of any changes.

#### **4.8 CLOSING DATE**

At the Closing Date and Time specified on the cover page, the submitted proposals shall be reviewed in accordance with the Virginia Public Procurement Act. The proposals will be open to public inspection under the guidelines of the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

#### **4.9 CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION**

All Offerors are required to fill out and submit with their offer the attached CONTRACTOR BACKGROUND CERTIFICATION form in section 7. Failure to complete and submit this certification accurately may disqualify your offer from consideration for award.

#### **4.10 VIRGINIA STATE CORPORATION COMMISSION REGISTRATION**

The provisions of Virginia Code §2.2-4311.2 are incorporated into this RFP and any resulting contract. Offerors who are organized or authorized to transact business in Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in their proposal the identification number issued to them by the Virginia State Corporation Commission. If an Offeror is not

required to be authorized to transact business in Virginia, then such Offeror shall, instead, include in its proposal a statement why Offeror is not required to be so authorized. The Successful Offeror shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term of this Contract. The Procuring Party may void the Contract if Contractor fails to remain in compliance with this provision. Submit a copy of your SCC registration with your response.

#### **4.11 DEMNIFICATION**

The Contractor agrees to indemnify, defend and hold harmless the School Board, its members, officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

Recognizing that the School Board cannot lawfully enter into an indemnification or hold harmless provision or agreement to arbitrate, any provision in the resulting Agreement purporting to require the School Board to indemnify or hold harmless Contractor for any act of omission or to enter into binding arbitration shall not have any effect or be enforceable against the School Board.

#### **4.12 SUBMITTAL OF PROPOSAL**

Offerors shall submit proposals electronically through [eVA.virginia.gov](http://eVA.virginia.gov) or via email as a .pdf attachment to [ldevary@iwcs.k12.va.us](mailto:ldevary@iwcs.k12.va.us). The electronic submittal shall be 25 MB or less, saved as a .pdf document. The proposal shall be no more than 20 pages, front and back, and received by the Closing Date and Time shown on the cover page. It is the responsibility of the Offeror to ensure that their proposal is received.

Offerors may recite the contents of the RFP in their proposal. However, in the event there is a discrepancy between the RFP (including subsequent addenda) and the RFP language included in Offerors proposal, the language of the RFP and its addenda shall prevail.

Offeror shall submit the following documents and information with their proposal:

- a. Cover page of RFP with the names, address and telephone numbers for the Offeror, authorized contact persons and an electronic signature of an **agent authorized to bind the company**, title and all requested information
- b. Acknowledgment of any addenda
- c. Anticollusion/Nondiscrimination/Drug Free Workplace Form
- d. Contractor Background Certification Form

- e. References
- f. Exceptions to RFP (if any)
- g. W9

#### **4.13 EVALUATION**

Each proposal will be evaluated on the detail, quality and content of their proposal. The proposal shall be clear, factual and contain information necessary for a clear comparison of individual firms and the proposed services. Proposals will be evaluated on the criteria listed below:

- a. Demonstrated Expertise, Experience, Qualifications & Business References. (30 points).
- b. Qualifications of firm and specific proposed staff for providing the services. (40 points).
- c. Overall quality and completeness of proposal. (20 points).
- d. Cost – Proposed hourly rate schedule for services. (10 points).

#### **4.14 ALTERNATES / EXCEPTIONS**

The Offeror has the option to propose alternate solutions as it relates to the Statement of Needs. The Offeror has the option to take exceptions to this RFP. For each exception, specify the RFP page number, section number, and the exception taken. Any and all exceptions or qualifications to any of the terms and conditions of the contract contemplated by this RFP must be clearly set out in writing and submitted with the Offeror's proposal on a separate sheet entitled "Exceptions or Qualifications to RFP".

Alternatives and/or exceptions will be considered during evaluation. If Offeror is selected for further evaluation, alternatives and/or exceptions will be subject to negotiations.

#### **4.15 IMMIGRATION LAW**

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

#### **4.16 AWARD**

IWCS shall engage in individual discussions with two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be

considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, IWCS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. IWCS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the IWCS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

#### **4.17 PROTEST OF AWARD OR DECISION TO AWARD**

Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Director of Purchasing no later than ten days after the announcement of the decision to award (Intent to Award). It is the responsibility of the Offeror submitting the protest to ensure that it is received in the IWCS Office of Purchasing by the close of business (5:00 P.M. EST) on or before the final day of the ten (10) day protest period. Any protest received after that time will be deemed to be late. The written protest shall include the basis for the protest and the relief sought. The Director of Purchasing shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

### **5. GENERAL TERMS AND CONDITIONS**

#### **5.1 ANTI-COLLUSION CLAUSE/SUSPENSION AND DEBARMENT**

During the preparation and submission of this proposal, the Offeror agrees as follows: Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive bidding in violation of the SHERMAN ACT (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or section 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

Offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, IWCS has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

By submitting their proposals, Offerors certify that they are not currently suspended or debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for

the type of goods and/or service covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Should this status change, Offerors are to self-report any such activity to the Purchasing Office within ten (10) business days.

## **5.2 PROPOSAL BINDING FOR ONE HUNDRED AND EIGHTY (180) DAYS**

Offeror agrees that this proposal shall be good and may not be withdrawn for a period of one hundred and eighty (180) calendar days after the scheduled closing time for the RFP.

## **5.3 PROPRIETARY INFORMATION / DISCLOSURE**

Offerors are advised that the Code of Virginia, Virginia Public Procurement Act, Section 2.2-4342 shall govern public inspection of all records submitted by the Offeror. IWCS reserves the right to submit to the School Board Attorney for concurrence of the Offerors claim that it is in fact proprietary. Trade secrets or proprietary information submitted by an Offeror in connection with this RFP is not subject to public disclosure under the Virginia Freedom of Information Act. **However, Offeror must invoke the protection of this section prior to or upon submission of the data or other materials.** Offeror must provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary. Furthermore, Offeror shall submit trade secrets or proprietary information under separate cover in a sealed envelope clearly marked **PROPRIETARY**.

**Information submitted which does not meet the above requirements will be considered public information.**

Proprietary information submitted by the Offeror will be maintained as confidential pursuant to Virginia Code 2.2-4342 to the extent allowable by law.

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.

## **5.4 EXAMINATION**

Offeror shall carefully examine the contents of this RFP and any subsequent addenda. Failure to do so shall not relieve the Successful Offeror of its obligation to note any exceptions (see **Exceptions/Alternatives** section) and to fulfill the requirements of any resulting contract.

## **5.5 CONDITIONS OF WORK**

Offerors shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve the Successful Offeror of the obligation to furnish all services necessary to carry out the provisions of any resulting contract.

## **5.6 PRESENTATION / DEMONSTRATION**

If in the opinion of IWCS, Offerors' presentations or demonstrations of their proposal and capabilities are warranted, IWCS will notify the appropriate Offeror(s). Such presentation or demonstration shall be at the School Administrative Office, at a date and time mutually agreed to between the IWCS and Offeror(s), and shall be at the Offerors' expense.

## **5.7 ANTI-TRUST**

Any perceived incidence of price fixing or anti-trust violation shall be reported to the State Attorney General for possible enforcement of the anti-trust laws.

## **5.8 DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP would become the property of IWCS. One (1) electronic copy of each proposal will be retained for official files and will become a public record after award of the contract and will be open to public inspection subject to the **Disclosure** section of this RFP.

## **5.9 CONTRACT**

It is expected that the Offeror who is selected by IWCS be ready to enter into contract negotiation upon award. It is also understood that no such agreement is valid until School Board approves it.

It is also to be understood that the School Board may, at its discretion, not award a contract as a result of this solicitation.

It is also to be understood that the School Board may, at its discretion, make significant changes to this solicitation based on new information.

It is also to be understood that the School Board may, at its discretion, make recommendations to the selected firm regarding changes in proposed staffing, benefits, pay, and any other areas of a proposal. These recommendations will be negotiated by the Superintendent, or an approved designee(s).

Any and all legal action necessary to enforce the award or resulting contract will be held in Isle of Wight County, Virginia and the contractual obligations will be interpreted according to the laws of Virginia.

## **5.10 NOTICES**

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) IWCS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To IWCS: IWCS Contract Administrator as designated in this RFP.

To Successful Offeror: Successful Offeror's Contract Administrator as defined in Successful Offeror's Proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

### **5.11 NON-PERFORMANCE**

- a. **Delivery Delays:** IWCS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Offeror fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in the resulting contract.
- b. **Unacceptable Deliveries (Rejections):** Upon notification by IWCS that goods and/or service deliverables provided by the Successful Offeror under the resulting contract are damaged and/or not of the quality specified by IWCS, such goods and/or service deliverables will be rejected. Successful Offeror shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by IWCS.
- c. Successful Offeror shall remove all rejected materials, equipment or supplies from the premises of IWCS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from IWCS' premises within ten (10) days will be regarded as abandoned, shall become the property of IWCS, and IWCS shall have the right to dispose of such items.
- d. IWCS reserves the right to authorize immediate purchase from other sources against rejections.
- e. **Liability:** Successful Offeror shall be liable to IWCS for all costs incurred by IWCS as a result of Successful Offeror's failure to perform in accordance with the resulting contract. Successful Offeror's liability shall include, but not be limited to:
  - i. Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

- ii. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Offeror and/or rejections of Successful Offeror's goods and/or service deliverables.
- iii. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by IWCS due to non-responsive performance of Successful Offeror.

## **5.12 CANCELLATION AND TERMINATION**

Either party may cancel or terminate the resulting contract in part or whole, without penalty, upon delivery of written notice, to the other party at least sixty (60) days prior to such proposed cancellation date. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Upon termination of the resulting contract by either party, payment shall be made for any portion of the work completed up to the date of termination. Should the Contractor terminate this agreement written notice must be delivered to the Owner at least sixty (60) days prior to such proposed cancellation date.

Should the Owner abandon the services to be performed herein, or terminate the resulting contract, the Owner shall be liable only to the extent of satisfactory completion of the work by the Contractor through the time of abandonment and upon delivery of completed or partially completed work to the Owner. The Owner shall have the full right to use such work in any manner, which it may designate where it may determine in its sole discretion, and without claim on the part of the Contractor for any additional compensation.

## **5.13 APPLICABLE LAW/VENUE**

The resulting contract shall be made in and shall be governed by the laws of the Commonwealth of Virginia. Notwithstanding any other provision of the resulting contract, no claim or dispute under the resulting contract shall be subject to binding arbitration. Any and all claims, disputes, actions or suits arising out of or relating to the relationships created by the resulting contract, shall be adjudicated in the Circuit Court of Isle of Wight County, Virginia, or any successor court thereto, and in no other forum. The parties hereto consent to the jurisdiction and venue of said Court.

## **5.14 COMPLIANCE WITH ALL LAWS**

Successful Offeror shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Offeror represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Offeror is a corporation, Successful Offeror further expressly represents that it is a corporation of good standing in the

Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

#### **5.15 SEVERABILITY**

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

#### **5.16 NON-APPROPRIATION OF FUNDS**

Any resulting contract shall be null, void and unenforceable should the School Board of Isle of Wight County fail to receive, or to continue to receive, funds which, in its sole opinion, are sufficient to meet its obligations hereunder.

#### **5.17 TAX EXEMPT STATUS**

IWCS is exempt from federal excise tax and from all State and local taxes. Successful Offeror shall not include such taxes in any invoices under this agreement. Upon request, IWCS will furnish the Successful Offeror with tax exemption certificates or the IWCS tax exempt number.

#### **5.18 NOTICE OF AWARD**

Any contract resulting from this RFP will be publicly posted on the Isle of Wight County Schools website ([www.iwcs.k12.va.us](http://www.iwcs.k12.va.us)) and on eVA ([eva.virginia.gov](http://eva.virginia.gov)).

#### **5.19 EXCLUSIVITY**

Any contract resulting from this RFP shall be exclusive with the following exceptions:

IWCS reserves the right to procure goods/services under this contract from a third party in the event of the following:

- Contractor is unable to provide required services within the required delivery time.
- Contract is unable to provide the required services requested.
- IWCS volume demands exceed original intent of the contract.

#### **5.20 ISURANCE**

- a. Contractor shall submit to the IWCS Contract Administrator certificates of insurance, prior to beginning work under the resulting contract and no later than ten (10) days after award of the Contract.
- b. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry

the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.

- c. The certificates of insurance shall list the School Board of Isle of Wight County, 9307 Old Stage Highway, Smithfield, Virginia, 23430, as the additional insured for the specified project as outlined in this RFP. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.
  - 1.
- d. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

**FORM**

Workers' Compensation  
Automobile Liability  
Commercial General Liability,  
  
Umbrella/Excess Liability

**LIMITS**

Statutory  
\$1,000,000 Combined Single Limit  
\$1,000,000 Combined Single Limit including  
Contractual Liability and Products and Completed  
Operations Coverage  
\$5,000,000

The establishment of minimum limits of insurance by IWCS does not reduce or limit the liability or responsibilities of the Successful Offeror.

**5.21 PROMPT PAYMENT REQUIREMENTS FOR SUBCONTRACTORS.**

If subcontractors are used in the performance of the Agreement:

Contractor shall take one of the two following actions within seven days after receipt of amounts paid to it for work performed by a subcontractor:

- a. Pay the subcontractor for the proportionate share of the total payment received from the School Board attributable to the work performed by the subcontractor; or
- b. Notify the School Board and subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- c. Contractor shall provide the School Board with its federal employer identification number prior to receiving any payments hereunder.
- d. Contractor shall pay interest to the subcontractor on all amounts owed by it that remain unpaid after seven days following receipt by it of payment from the School Board for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph b above.



**7. CONTRACTOR BACKGROUND CERTIFICATION FORM**

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Contractor certifies that neither the Contractor nor the Contractor’s employees, agents, subcontractors or subcontractors’ employees who will have direct contact with Isle of Wight County Schools (“IWCS”) students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor may require the above listed individuals to personally certify this information but the Contractor will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Contractor has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Contractor certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors’ employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

- Contractor represents that none of its employees who will be in the presence of IWCS students have been convicted of a felony or an offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor will obtain a Background Certification from all present and future employees and update IWCS of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor has established a process to maintain compliance with the terms set forth in this Contractor Background Certification and will provide verification to IWCS on request.

Contractor’s signature on this form indicates that Contractor is deemed to have provided the certification described herein.

\_\_\_\_\_  
Contractor’s Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Date

**8. REFERENCES**

Please provide a minimum of 3 similar projects successfully completed within the past 5 years.

NAME AND ADDRESS OF CONTRACTING ENTITY

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BRIEF OVERVIEW AND DURATION OF PROJECT PRINCIPAL CLIENT (NAME)  
AND PHONE NUMBER: \_\_\_\_\_

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NAME AND ADDRESS OF CONTRACTING ENTITY

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BRIEF OVERVIEW AND DURATION OF PROJECT PRINCIPAL CLIENT (NAME)  
AND PHONE NUMBER: \_\_\_\_\_

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NAME AND ADDRESS OF CONTRACTING ENTITY

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BRIEF OVERVIEW AND DURATION OF PROJECT PRINCIPAL CLIENT (NAME)  
AND PHONE NUMBER: \_\_\_\_\_

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