



# **Salem City Schools**

## **Business Office**

**Mandy C. Hall**  
**Director of Business**

616 South College Avenue  
Salem, Virginia 24153  
Phone: (540) 389-0130  
mhall@salem.k12.va.us

### **REQUEST FOR PROPOSAL**

**June 15, 2022**

Division Printing Services for Spirit Wear, Clothing and Gym Uniforms

**Mailed Proposals Due**

June 30, 2022  
4:00 PM  
(Local Prevailing Time)

## **GENERAL INFORMATION**

Salem City Schools is requesting sealed proposals from qualified companies. Salem City Schools invites any qualified proposer to respond to this RFP by submitting a proposal for such work, service, and/or items consistent with the terms and conditions herein set forth. It is the intent of Salem City Schools to award a vendor(s) with a one (1) year contract with four (4) one (1) year renewals, not to exceed five (5) years.

## **SUBMISSION OF THE PROPOSAL**

One (1) Original and six (6) complete copies will be accepted until June 30th, 2022 at 4 pm at the Business Office, temporarily located at Andrew Lewis Middle School, 616 South College Avenue, Salem, Virginia 24153. Faxed, telephone, emailed or oral bids will **NOT** be accepted. Proposals not received by the date and time listed above will be returned to the Offeror unopened. The proposal package must be clearly marked with **“RFP Division Printing Services for Spirit Wear, Clothing and Gym Uniforms.”**

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison. Any deviations must be submitted, in writing, with your proposal. Deviations discovered after award or material receipt, not stated in your proposal, shall be grounds for disqualification and nullification of order. It is the responsibility of the proposer to prove that the deviations equal to the product/service specified. Salem City Schools will make the final determination to whether the product is equivalent. By submitting a proposal, the offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal or any resulting contract.

Written responses, including any questions will be provided on our Bids and Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board’s Business Director regardless of price, quality or any other factors.

## **FOR QUESTIONS REGARDING THE PROPOSAL, PLEASE CONTACT:**

Mandy C. Hall  
Director of Business  
616 S. College Avenue  
Salem, Virginia 24153  
Telephone: 540-389-0130  
e-mail: [mhall@salem.k12.va.us](mailto:mhall@salem.k12.va.us)

## **EVALUATION OF THE PROPOSAL**

Salem City Schools shall provide the mechanism for the evaluation of all information received, the final determination of responsible proposers, and reserves the right to waive informalities

and irregularities and to accept or reject any or all proposals. Salem City Schools reserves the right to procure from State Contracts when it is in our opinion that the State Contract is in the best interest of Salem City Schools. Salem City Schools retains the right to split items to multiple suppliers.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hour’s notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

**SPECIFICATIONS**

Salem City Schools has one (1) high school and one (1) middle school and four (4) elementary schools that utilize printing services for spirit wear, t-shirts, grade level school apparel, and gym shorts/ t-shirts.

Salem City Schools is seeking the best proposal for printing services for Spartan Effect spirit shirts, school fundraiser apparel, class (grade level) shirts, gym t-shirts and gym shorts. Additional items such as mugs, pens and pencils may be requested.

Proposals should also include an explanation for the following:

1. What is your process and pricing for additional (fill-in) orders,
2. How would you handle t-shirt orders placed by students,
3. The successful proposer will be asked to sell Spartan Effect spirit wear at the first three Salem High School home football games which are September 9, September 16, and September 23 at Salem Stadium. Salem City Schools will provide a booth. Identify the percentage of sales that would be returned to the school.
4. If agreed upon, you may be able to sell any of our printed items. Identify the percentage of sales that would be returned to the school.

**Gym Uniform Order**

The following quantities will likely be needed for the 2022-23 school year: This should be used as an estimate for all years of the contract, but these quantities are subject to change depending on school circumstances.

<b>Middle School</b>	<b>High School</b>
Youth M – 12 shirts	Small – 24 shorts
Youth M – 12 shorts	Medium – 96 shorts
Youth L – 96 shirts	Medium – 96 shirts
Youth L – 96 shorts	Large – 24 shirts
Small – 240 shirts	Large – 48 shorts
Small – 240 shorts	
Medium – 156 shirts	
Medium – 156 shorts	
Large – 120 Shirts	
Large – 180 shorts	
XL – 24 shirts	
XL – 24 shorts	

**Spartan Effect (Spirit Shirts)**

The high school will order approximately 1,500 shirts. Sizes and quantity of each size to be determined.

Salem City Schools has the authority to add other items if required and if proposer and division are in agreement as to services and cost.

Orders will be placed directly by the individual schools and should reflect the contract number. All invoices must be submitted direct to the ordering department and must reflect the contract number.

**COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided in this RFP is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Proposer is advised, and by submitting a response to this procurement, such Offeror or Proposer agrees that any resulting contract from this procurement may in addition to the Salem City Schools, may also be extended to other public agencies, public school boards or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Proposer shall deal directly with each public agency, public school board or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Participating jurisdictions will place their orders directly with the awardees and will be responsible for arranging deliveries, reconciling discrepancies and invoices, and issuing payment.

Salem City Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Proposer or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

**CALENDAR OF EVENTS**

The following is a tentative outline of the schedule for selecting one or more offerors to provide services:

- RFP sent out June 15, 2022
- RFP responses due June 30, 2022 at 4 pm
- Conduct interviews July 11-15, 2022
- Notice of award July 29, 2022
- Board approval August 9, 2022
- Start service August 10, 2022

**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS RFP AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A PROPOSER.**

Wherever the term Salem City or Schools is used it is understood to include the Salem City School Board.

Salem City Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1.

The offeror shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

**SUBMISSION AND RECEIPT OF PROPOSALS:**

- a) To be considered, all must be delivered in a sealed envelope, clearly marked with the words "PROPOSAL DOCUMENTS", and the name of the item being Bid and received in the Salem City Schools Business office no later than the specified due date and time. Failure to timely submit such proposal shall disqualify the proposer and such proposal will be returned to the proposer unopened. NO FAXED BIDS WILL BE ACCEPTED.
- b) Unless otherwise specified, proposers must use the RFP/proposals form furnished by Salem City Schools. Failure to do so shall be grounds for rejection of the proposal.
- c) Proposals having any erasures or corrections must be initialed in ink by the proposer. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All proposals must either be typewritten or printed in ink.
- d) The original copy of the proposal must not be permanently bound.

**PRICES TO BE FIRM:**

The proposer warrants, by virtue of proposal, that the prices, terms and conditions quoted in his proposal will be firm for a period of 60 days from the date the proposals are due. Net 30 after receipt of invoice. Price should include shipping.

**INVOICES:**

The vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for the items ordered, delivered and accepted by Salem City. All invoices must show the purchase order/contract number. All vendors need to be properly registered as a payment vendor for the City in order to receive payment and not as an employee of the school division. All vendors previously registered are still in the system as a payment vendor. If no prior business had been conducted, please provide a W-9 form with bid.

**DELIVERY POINT:**

Unless otherwise indicated, all items shall be delivered F. O. B. with destination and delivery charges included in the proposal price. F. O. B. destination is interpreted to mean unloading and placing in the building or area as directed by the Schools.

**CASH DISCOUNTS:**

In determining the award of a proposal, cash discounts for prompt payment will be considered. Discount time period computations shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

**BRAND NAMES:**

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The Schools do not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is proposed, it is the vendor's responsibility to prove to the Schools that said product is equivalent to that specified in the proposal.

**QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be of the best quality available.

**ACCEPTANCE OF MATERIAL:**

Until such time as all the conditions in the contract are fulfilled, Salem City Schools reserves the right to refuse and return material, at the seller's expense.

**WARRANTY/RETURNS:**

Clearly specify your warranty of products and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

**DELIVERY:**

Time is of the essence for delivery of any items, products or service procured as a result of this proposal. If delivery is not made at the time specified, Salem City Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future School contracts.

**DEFAULT PROVISION:**

In case of default by the contractor, the Schools shall have the sole discretion to procure the articles or services from other sources. The defaulting contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security. Upon written notice, the contractor will have 20 calendar days to remedy the default.

**PRICING:**

In the event of discrepancy between the total pricing and unit prices, the Schools in its sole discretion, shall determine the proposal price.

**PROPOSAL:**

A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Director of Business up to the time and date set for receipt of proposals. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.

**COPYRIGHTS OR PATENT RIGHTS:**

The proposer warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that Salem City Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

**FEES INCLUDED IN PROPOSAL PRICE:**

Submitted proposals shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

**TAX EXEMPTION:**

Salem City Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Schools will furnish a certificate of tax exemption.

**CERTIFICATION AND ABILITY:**

Salem City Schools reserves the right to request from the proposer, a separate manufacturer's certification of all statements made in the proposal. The Schools may request any or all proposers to furnish proof of experience, ability and financial standing.

**SIGNED PROPOSAL CONSIDERED AN OFFER:**

This RFP must be signed as herein provided. Submission of this signed RFP shall be considered an offer by the proposer or contractor to sell the items or services as required in the specifications. All proposals are subject to approval by the Salem City School Board. In the case of default by the proposer or contractor after acceptance by the Salem City School Board may take such action, as it deems appropriate, including forfeiture of any and all bonds or security and legal action for damages or specific performance.

**COMPLIANCE WITH LAWS:**

The proposer is responsible for compliance with all Local, State and/or Federal laws and regulations. Salem City Schools shall be held harmless from any liability.

**AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:**

A vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Salem City Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 of Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Schools may void any Contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ACCEPTANCE OR REJECTION OF PROPOSALS:**

Salem City Schools reserves the right to accept or reject any or all proposals/offers. The Schools also reserve the right to award the contract for any such materials, goods or services

the Schools deem will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combination as shall best serve the interest of the Schools. Salem City Schools reserves the right to make a site visit to the facility prior to bid award.

**EVALUATION CRITERIA:**

Several factors, in addition to costs, will be taken into account when evaluating proposals: Salem City Schools shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

- a) Company background, staffing and experience: The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- b) References: Provide five (5) references with contact names, companies and phone numbers. These references must be from firms/School Divisions who have purchased the same types of products and/or services.
- c) The quality of performance of previous contracts, products and/or services.
- d) Reporting capabilities.
- e) Company financial status: The sufficiency of the financial resources and the ability of the bidder to perform the contract.
- f) Proposal Submission completeness and compliance with the specifications.
- g) Service and support offering. The ability, capacity and skill of the proposer to perform or provide the service. The ability of the proposer to provide future maintenance and/or service.
- h) Price. Pricing shall be a factor in evaluating the proposals; however, Salem City Schools reserves the right to purchase other than low bid.
- i) The previous and existing compliance by the proposer with laws and policies relating to the contract.
- j) The quality, availability and adaptability of the goods and services.
- k) All samples are subject to product testing.
- l) Whether the proposer can perform the contract and provide service promptly.
- m) The ability of the proposer to respond to problems and concerns.
- n) Delivery.

**RULING LAW:**

This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party of such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the City of Salem or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

**NONDISCRIMINATION PROVISIONS:**

During the performance of this contract, the vendor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. The vendor, in all solicitations or advertisements



for employees placed by or on behalf of the vendor, will state that such contractor is an equal opportunity employer. The offeror shall include the provision of the foregoing paragraph in every purchase order over \$10,000 so that the provisions will be binding upon each vendor.

#### INSURANCE:

The VENDOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the VENDOR'S execution of the work, whether such execution be by himself or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the VENDOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the Salem City Schools shall be filed with the Salem City Schools prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the Salem City Schools.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the VENDOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his

employees at the site of the project and in case any work is sublet, the VENDOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the VENDOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the VENDOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**QUESTIONS REGARDING THE PROPOSAL:**

Questions should be directed to:

Mandy C. Hall  
Director of Business  
Salem City Schools  
616 South College Avenue  
Salem, Virginia 24153  
Telephone: 540-389-0130  
E-mail: [mhall@salem.k12.va.us](mailto:mhall@salem.k12.va.us)

**SPECIAL INSTRUCTIONS:**

**ANTITRUST**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Salem City Schools all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Salem City Schools under said contract.

**AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that Salem City Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

**ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the in whole or in part without the written consent of Salem City Schools.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By signing this proposal, the proposer certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

**ANTI-COLLUSION CERTIFICATION:**

By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil

damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

**KICKBACKS**

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

**DEBARMENT**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

**INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The school district cannot legally agree to any clause indemnifying the Contractor from any damages arising out of the contract or holding the Contractor harmless. The submission of a bid or proposal means that the Contractor agrees not to request such language in the resulting contract.

**CONTRACT**

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. The City of Salem Schools reserve the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is

adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain adequate insurance.

### **DRUG-FREE WORKPLACE**

During the performance of this contract, the vendor 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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the 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.

### **DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**

Prior to awarding a contract for the provision of services that require the Vendor or his employees to have direct contact with students, the school board shall require the Vendor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he 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 has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

### **PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for Salem City Schools pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the school system and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**RFP Division Printing Services for Spirit Wear, Clothing and Gym Uniforms**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**SIGNATURE SHEET**  
**RFP Division Printing Services for Spirit Wear, Clothing and Gym Uniforms**

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PROPOSAL.

DATE \_\_\_\_\_

PAYMENT TERMS – NET 30

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEIN: \_\_\_\_\_

VA BUSINESS LICENSE NUMBER: \_\_\_\_\_

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2 \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**REFERENCE FORM**  
**RFP Division Printing Services for Spirit Wear, Clothing and Gym Uniforms**

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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**Salem City Schools  
Contractor Certification Form (Can be completed at time of Contract)**

The Code of Virginia ( Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

**I. Certification Section to be Signed by CEO or Designee**

***I certify to Salem City Schools that to the best of my knowledge that no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.***

Name of Company CEO or Designee \_\_\_\_\_

Title of CEO or Designee \_\_\_\_\_

Name of Company \_\_\_\_\_

Signature of Company CEO or Representative \_\_\_\_\_

Phone Number (        ) \_\_\_\_\_

Date \_\_\_\_\_

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

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**II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities**

***By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.***

<u>Printed Employee Name</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



