STAUNTON CITY SCHOOLS

116 W. Beverley Street • Staunton, Virginia 24401 • Phone 540-332-3920 • Fax 540-332-3924
www.staunton.k12.va.us

Staunton City Schools Request for Proposal (RFP)

K-12 FOOD SERVICE SOFTWARE

APRIL 5, 2019

GENERAL INFORMATION

PROPOSAL

Staunton City Schools (S.C.S.) is requesting proposals for supplying software, training, and ongoing technical support for a fully integrated, cloud-based, Front of the House and Back Office K-12 Food Service Software.

All proposals must be in an opaque, sealed envelope or box and clearly marked: "**K-12 FOOD SERVICE SOFTWARE – RFP**". Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide three (3) identical paper copies and one (1) identical electronic copy (on CD or thumb drive) of the proposal documents. Proposal documents shall be mailed to addressee below or hand-delivered to the **City of Staunton Finance Office located at 116 W. Beverley Street, 3rd Floor City Hall, Staunton, Virginia**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted.

Mail To:	**Overnight To:**
Chad Horvat Finance Business Manager P.O. Box 58 Staunton, VA 24402-0058 (540) 332-3819	Chad Horvat Finance Business Manager 116 W. Beverley St., 3rd Floor Staunton, VA 24401 (540) 332-3819

Proposals shall be received by the Finance Office no later than **APRIL 29, 2019 at 2:00pm local time.** Any proposals received after this date and time will not be accepted. The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Staunton Purchasing Office at the above address and by the above stated time and date.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

ALL PROPOSALS MUST BE SUBMITTED BY 2:00 P.M. APRIL 29, 2019.

The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Finance Business Manager by the designated date and time.

All Offerors shall abide by all applicable State and Federal laws.

This public body does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

INQUIRIES CONCERNING RFP

Any questions or comments concerning this RFP should be directed to Amanda Warren, Staunton City Schools Director of Nutrition Services, via email awarren@staunton.k12.va.us before April 16, 2019 at 4P.M.

Answers to questions and any addenda will be posted on the City of Staunton website (www.ci.staunton.va.us/departments/finance/procurement) by April 18, 2019 4:00 p.m.

REQUEST FOR PROPOSAL
K-12 FOOD SERVICE SOFTWARE

I. INTRODUCTION

The Food Service Department's goal in procuring food service software products is to increase efficiency and accountability throughout its operation including processing free and reduced eligible applications, counting reimbursable and non-reimbursable meals such as second student meals for breakfast, lunch, afterschool snack and supper programs as well as the ability to track any a la carte sales, and adult meals purchased or earned.

S.C.S. operates 6 school sites that produce their own meals and operate 8 point of sale stations and 5 wireless locations. All sites have hardware and wireless capability. S.C.S. currently utilizes Café Enterprize My School Apps online app processing and MySchoolBucks online payment center. S.C.S.'s Student Information System is PowerSchool. S.C.S.'s goal is to increase efficiency, creating a more efficient integrated user environment. S.C.S. is requesting proposals for Front of the House and Back Office integrated software.

II. SPECIFIC REQUIREMENTS

Product Requirements – The following description of requirements should be considered the *minimum functionality* required. Respondents should submit a detailed description of all the possible functions of the software, even if they exceed the following descriptions.

A. Front of the House

1. **Free and reduced eligible application processing**. The product must provide on-line application processing for families, as well as scanning technology for paper applications. The application will automatically calculate the status of each application, generate notice letters and update in real time to the Cafeteria POS Software. The software should track and notify appropriate staff of applications that require review for approval or disapproval. Software will have alert system to notify of digital applications receipt. Software will include Verification mode and have the ability to send verification information to accounts in real time.
2. **Digital Point of Sale** that will support all Child Nutrition Programs as well as a la carte sales. Point of Sale should have the ability to link with Back-Office Software Production Records and Perpetual Inventory by linking recipe database to the Point of Sale. Point of Sale will support student allergen alerts for operators. Must have capability to interface with healthy vending program.
3. **Data Retention** – Shall be cloud-based with web access and have the ability to archive multiple years of historical data that is available at all times. Must include transfer of current database information to include federal government retention policy.
4. **Funding of Student Accounts** - Online student account funding in real time and appropriate reconciliation reports. Identify any monthly costs associated with this process. Feature will enable parents to view account activity online. POS will include real time, by generated emails, low and negative balance notifications to parents
5. **Student Database Compatibility** - Software must be compatible with Power School, S.C.S.'s student information system. The preference is for the data transfer to be in real time. The company selected for the software purchase must assist with integration and backup must be cloud-based.
6. **Hardware (Optional)** – Compatible hardware (21" Screens, 8MB Memory, SSD HD) shall be priced if necessary. The preference would be to integrate the current hardware. Site visit to view compatibility with existing hardware needs to be scheduled for **April 15, 2019** with Amanda Warren, Director of Nutrition Services. Offerors should be onsite at **Shelburne Middle School, 300 Grubert Avenue, Staunton VA 24401 at 8:30 a.m.** Please check in at the front office.
7. **State Uploads** - Provide for a month end upload to the State Nutrition Website and Payment System for meal claiming. Prefer a direct upload option.
8. **Reports -** Customizable meal count reports that can be exported in Excel and pdf file formats. Reports for reconciliation of bank deposits with complete tracking must

be provided. Reports to include; Financial summary, Meal Count summary, End of Day Summary, Patron Status Balance, Sales Activity, Daily Register, Edit Checks, Participation, Item Sales and Pricing. Must have to ability to migrate data from existing system.

B. Back Office – Centralized Database

1. **Central Office/Administrators Functions** – the software should have a central office administrator function that can audit site activity and possess edit and final approval for all functions at the site level such as; inventory processes and ordering. The Central Office should also provide the ability to audit site completion of digital production records and control the available functions of the site with regard to ordering, recipes, and inventory.

2. **Inventory Management** – Software must have Site and Central Production/Warehouse inventory management including functions like; perpetual inventory, inventory value reports by site, inventory movement reports, inventory exception reports, inventory count preview prior to finalizing a physical count. Physical count data entry should have a quick entry function that can call up an item through predictive text or numbers. Vendor profiles should be included and inventory items that could be purchased from more than one vendor should be supported. Inventory identification for USDA Foods, both pass through and brown box should have value fields for fair market value, processing fees, shipping and handling costs. Preloaded inventory databases (like the USDA database) must be able to be de-activated. User must be able to develop custom item stock codes for regular inventory and finished goods. Access to QR /UPC code scanning ability. Please include price per unit for hand-held devices.

3. **Ordering and Receiving** – Site and Central Kitchen/Warehouse ordering and receiving. Must support customizable Site order guides to control ordering and reduce errors. Sites should be able to order from the Central Kitchen/WH as well as direct delivery by vendors; the ability to both create a purchase order as well as manually receive a non-PO delivery (like milk); inventory items should have the ability to reflect either bid item pricing or have manually updated pricing for non-bid items depending on the product; reporting capabilities including; reports organized by vendor, stock code or invoice number; the ability to view site orders in progress from the Central Office; Central Office ability to edit site orders prior to consolidation; the ability to consolidate site orders for district wide delivery by a vendor.

4. **Central Production and Warehouse** – The software should support centralized food production operations with regard to receiving, preparing and shipping finished goods items to each site. Central kitchen shipping reports should reflect HACCP time/temperatures requirement fields for the driver as well as the recipient site. And Central Kitchen should be able to print labels for food shipments from the software. In addition to central food production and shipment, the software is capable of site orders, order edits, consolidation and pick tickets, shipping and shipping receipts for warehouse stock items to the sites.

5. **Recipe Management, Menu Cycles, and Production Records** – The software should support recipe creation and management including recipe search, nutritional analysis, cost analysis, meal component analysis for USDA verification, menu cycle creation and scheduling of digital production records to the sites. Sites should be able to view, scale and print recipes. Central Office should be able to audit the status

of site production records and pull production reports to track over/under production and consistency with the scheduled menus. Menu cycles must have a USDA verification feature. Software should produce user friendly reports for Nutrient Analysis and Allergen information of menu items and cycle menus.

Must be USDA approved for:

- nutrient analysis portion of six cent certification (certification of compliance) for lunch;
- nutrient analysis portion of six cent certification (certification of compliance) for breakfast; and
- nutrient analysis of recipes to ensure compliance with Smart Snack standards.

6. **Marketing, Social Media and Menu Creation – Apps** – Software should have an online interface to publish menu information for the public as well as printable, public facing menus, to include digital boards, smartphone and mobile applications and reimbursable vending. Software should work across all digital devices.

7. **Help Desk Availability** – Software should have an immediate help desk connection with a minimum 4 hour return response if the help desk is busy, and a maximum resolution time not to exceed 24 hours.

C. Schedule for Vendor Selection:

All dates beyond the April 29, 2019 proposal due date are To Be Determined. Offerors will be contacted regarding the exact dates after the proposals have been reviewed by Staunton City Schools.

April 15, 2019 8:30 a.m.	Site Visit at Shelburne Middle School
April 29, 2019 2:00 p.m.	Proposals Due
2nd Week of May (TBD)	Selected Vendors for In-Person Presentation
3rd Week of May (TBD)	Notification of Award
July-August 6 (TBD)	Implementation Date

D. Submission Requirements:

Please read the proposal carefully and respond to all submission requirements. Failure to do may result in dismissal of your proposal. S.C.S. reserves the right to reject all proposals. If the costs of all proposals are excessive, S.C.S. is not required to award a contract.

Proposal Submission should include:

1. The server requirements and minimum hardware needs. Please note if any equipment is proprietary and, if so, what cost is involved.
2. Provide minimum network capabilities for the cloud-based system including reliable use and redundancy functions in the event there is a network failure, as well as detailed information on cyber security for sensitive data.
3. The software features/functions for Front of the House and Back Office – if the software has functions or modules in excess of this proposal they may be included but may not impact the decision to contract with the vendor.
4. An implementation plan for installation and training for the software including a timeline.

5. A detailed cost proposal for initiating the software, including training food service administration and staff.

6. A detailed cost proposal for ongoing annual costs including: subscriptions, license renewals, software updates, technical support and any associated fees.

7. Cost for any recommended or required "additional services" for software set up (i.e. inventory set up, recipe inputting and data conversion.)

8. Payment requirements and schedule.

9. Identify how many support hours are available in the cost provided as well as hourly cost for hours beyond that total.

10. References with name, email and phone numbers from three (3) districts of similar size and production model as Staunton City Schools.

11. Identify how long the current version of the software you are proposing has been available for purchase by districts.

12. A brief profile of company including: number of employees, business history including years of experience, prior names and acquisitions, number of technical support staff, hours of operation, average response time to customer's technical requests, methods for technical support (phone, email, web requests), as well as a product history for the specific software identified in this proposal.

13. If selected, Offeror shall be required to complete the following USDA documents before entering into contract with Staunton City Schools as required by Federal policy.

- **a.** USDA document: Certification Regarding Lobbying
- **b.** USDA document: Disclosure of Lobbying Activities
- **c.** USDA document: Suspension and Debarment Certification

14. If selected, Offeror shall be required to complete a "Certification of Crimes Against Children." The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

In accordance with this paragraph, Contractor shall execute the certification attached hereto as *Attachment A* and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above 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. Staunton City Schools shall not be liable for materially false statements regarding the certifications required under the Contract.

E. Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective firms to provide the required services. **At the same time, proposals should be concise and supply information based on the following criteria**:

A. Price:		
	1. Up-front Software License Cost for full package (Includes all identified start up requirements as outlined by vendor) and/or Annual Subscription Costs 2. Cost for Implementation (includes set up and training) 3. Ongoing annual costs for full package 4. Hourly module rate for custom reports or features	40
B. Qualifications:		
	1. Track record in K12 software – years of experience and years of development of proposed software 2. Completeness of Proposal	20
C. Technical System Requirements:		
	1. Does not require purchase of proprietary equipment 2. Software Functionality	20
D. Plan for Implementation		
	1. Hardware Install (If needed) 2. Software Install 3. Transfer of Date from old system to new 4. Staff Training **5.** Miscellaneous	20

III. REVIEW AND AWARD

The vendor selected will have the best combination of software functionality, proposal for implementation, proposal for training, with the best combination of return on investment when weighing upfront purchase requirements alongside annual renewal costs as detailed in the proposal.

To be considered for selection, offerors must submit a complete response to this Request for Proposals. Failure to submit all information requested may result in the rejection of the incomplete proposal.

IV. PROCUREMENT GUIDELINES

A. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation of other than professional services, as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This

Request for Proposal indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the proposal(s) that best suits the needs of the City.

The specific requirements for the contents of the proposals are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the City. In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

B. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City.

The evaluation process shall be based upon the criteria set forth in Section IV of this request for proposals. Price will be considered but will not be the sole determining factor. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the City 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 City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of proposals. Notice of award will be posted on the City Web Site. (**http://www.staunton.va.us/solicitation-results**)

C. COOPERATIVE PROCUREMENT

This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

D. PUBLIC INSPECTION OF PROCUREMENT RECORDS

Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act

Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection prior to contract award.

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Bidder may not invoke this protection on the entire proposal – only on those sections or data which are considered trade secrets or proprietary.

E. <u>ETHICS IN PUBLIC CONTRACTING</u>

By submitting their proposal, all offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

F. <u>ANTI-DISCRIMINATION</u>

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act.

1. During the performance of this contract, the offeror agrees as follows:
    a. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 offeror. The offeror agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror will state that such 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 offeror will include the provisions of the foregoing paragraphs a, b and c in every subcontractor purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

G. DRUG-FREE WORKPLACE

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of Section 2.2-4312 of the Virginia Public Procurement Act. offerors agree to (i) provide a drug-free workplace for the 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 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 offeror that the 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 subcontractor or vendor.

H. FORUM SELECTION

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

I. IMMIGRATION REFORM

By submitting a proposal, offerors certify that, they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. PROMPT PAYMENT ACT

Any contract awarded as a result of this Request for Proposal shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

K. REJECTION OF PROPOSALS

The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections of additions to the information contained herein.

Offerors are cautioned this is a Request for Proposal, NOT a request to contract.

L. COSTS FOR PROPOSAL PREPARATION

Any costs incurred by offerors in preparing or submitting proposals are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposal.

M. APPROPRIATIONS

The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

N. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: http://www.scc.virginia.gov/.

O. INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages and limits at the time the contract is awarded, and the offeror further certifies that the offeror and any subcontractors will maintain these insurance coverages and limits during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and shall be administered by a Virginia registered agent:

1. Insurance: Professional Liability Insurance in an amount not less than $1,000,000/$500,000, and offer a minimum of $1,000,000 excess liability insurance umbrella form, or such other insurance as is satisfactory and may be approved by the City. All insurance coverages shall be written by companies licensed to do business in Virginia, shall be administered by a Virginia registered agent, and shall ensure prior written notification to the City prior to cancellation of the policy.
2. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the district of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
3. Commercial General Liability – Not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. City of Staunton must be named as an

additional insured and so endorsed on the policy, as demonstrated to the sole satisfaction of the City.

4. Automobile Liability - $500,000 combined single limit. (Required only if a motor vehicle not owned by the City of Staunton is to be used in the contract. Offeror must assure that the required coverage is maintained by the Offeror (or third-party owner of such motor vehicle.)

P. <u>DEBARMENT STATUS</u>

By participating in this procurement, the offeror certifies that they are not currently debarred by the Commonwealth of Virginia or the City of Staunton from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the City of Staunton.

Q. <u>INDEMNIFICATION</u>

The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and it's Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section of shall survive the completion, terminations or expiration of the contract.

R. <u>COPYRIGHTS</u>

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

Attachment A

CERTIFICATION OF CRIMES AGAINST CHILDREN

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton Public Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is 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. Staunton Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

It is certified, now and on a continuous basis, that none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

____

Contractor

By: __________________________________

Name: ________________________________

Title: _________________________________

Date: _________________________________