



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

April 27, 2020

To All Interested Parties:

Subject: Request for Proposal
Provide Section 125 Administration, Supplemental Insurance and related insurance services

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide Section 125 Administration and Supplemental Insurance for employees of Suffolk Public Schools. All documents enclosed are to be considered an integral part of this request for proposal. Please read carefully all information contained in the RFP document. Any requirement set forth in any attachment is to be adhered to fully.

Due to Suffolk Public Schools being closed, proposals will be accepted electronically through the EVA portal. Proposals are due on or before May 14, 2020 by no later than 2:00 PM. The use of this program will ensure that your proposal was received by the stated date and time. **No other electronic submissions will be allowed.** Proposals will be accepted in person at the following address from the hours of 1:00 – 2:00 PM on May 7, 2020 and May 14, 2020. **Due to the school division being closed, Suffolk Public Schools will not accept any mailed submissions (USPS, UPS, FED EX or any other mailed courier). Should we receive a mailed proposal, it will be returned unopened.** Should a proposer wish to drop off the proposal, please include one original paper copy and one digital copy of the proposal. Hand delivered proposals are required to be sealed. These can be hand delivered at the stated date and time found in this document. Should the proposers wish to use this option, the proposals need to be delivered on the listed day and clearly marked **“Provide Section 125 Administration, Supplemental Insurance and related insurance services”**. Please note the following address in which we will received drop off proposals.

Anthony W. Hinds, CPPB
Department of Purchasing
Suffolk Public Schools
100 North Main Street, 2nd Floor
Suffolk, Virginia 23434

Proposals will not be accepted at any other location or via email or fax. Any proposal received after the time designated above will be returned unopened. Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. All responsible offerors are encouraged to submit proposals.

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to procurement regulations of the Commonwealth of Virginia Procurement. The awarding authority for this

contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted.

The deadline for questions is Monday, May 4, 2020 at 5:00 PM. No additional questions will be contemplated after this time.

Please note the following should any of our current providers of insurance consulting wish to participate in this RFP, the firm will not have role in assisting in the evaluation of this RFP, in part or in whole, to avoid the appearance of a conflict of interest. Should an outside firm be needed to evaluate, a company that didn't participate in the RFP will be selected to assist Suffolk Public Schools in evaluating.

If you have any questions concerning this Request for Proposal, submit them in writing to Anthony Hinds at the above address or email to anthonyhinds@spsk12.net .

Issued by:

Anthony W. Hinds, CPPB
Purchasing Manager

Enclosures

CONTENTS

The cover letter (Request for Proposal) and each section attached as listed below constitute this Request for Proposal. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

SECTION I	Scope of Services
SECTION II	Proposal Requirements
SECTION III	Evaluation Criteria
SECTION IV	Cooperative Procurement
SECTION V	Selection of Offeror
SECTION VI	Terms and Conditions
Attachment 1	Background Certification Form
Attachment 2	Current Plans

SECTION I SCOPE OF SERVICES

The Suffolk City School Board, hereinafter called "School Board" is requesting proposals to provide Supplemental Insurance and Administration of Section 125 Pre-tax programs for school employees. The Successful Offeror shall make available quality supplemental insurance programs to all employees at the lowest possible cost to the participants as well as administer the Section 125 Pre-tax programs. Suffolk Public Schools currently has approximately 2,100 full-time employees eligible for these benefits. There are currently 384 Flexible Spending Accounts and 3,411 NTA policies. Currently 1,259 employees have supplemental insurance policies. Employee benefits currently provided by the School Board include life insurance, VRS retirement, group health, dental and vision insurance. The above benefits are not included in this Request for Proposal. Offerors are encouraged to propose any variety of plans that will enhance the offerings made available to employees. Also, any new successful proposer will be required to grandfather in any current offering that is 15 years or older. Employees may elect to waive this at their discretion during enrollment period, but should a new partner be selected, the new company will be required to allow all plans over 15 years or older to be grandfathered in with NTA. The Successful Offeror shall provide the following minimum services.

General Requirements:

Supplemental Insurance

- A. Provide supplemental insurance programs to School Board employees to include, but not be limited to, the following.
 - 1. Accident Insurance
 - 2. Cancer Insurance
 - 3. Dependent Care (Flexible Spending Account)
 - 4. Non-Reimbursable Medical (Flexible Spending Account)
 - 5. Heart Disease Insurance
 - 6. Intensive Care Insurance
 - 7. Short Term Disability (post tax)

If available, please provide the following:

- 1. Supplemental vision insurance (may be awarded outside of the package offering)
- B. Include any other programs that may be available. All programs will be subject to evaluation and approval by the School Board. Each offerer may approach any markets on a first come, first serve basis. Employee participant names for specific providers will not be provided.
- C. Suffolk Public Schools will not participate in cost sharing or administration of any benefits or policies approved as a result of this proposal but will provide the convenience of payroll deduction for plans that are approved. In addition, the School Board shall not guarantee any minimum level of participation. As a piece of information, our current provider locks in rates regardless of the number of renewals. While it is not necessary to provide this same provision, it is found important to share as an item for proposers to consider.
- D. Proposers will be required to provide coverage for all covered employees with no additional qualifications. Should a new company be awarded the contract, Suffolk Public Schools would encourage an arrangement

that would allow for NTA products to be serviced/brokered. If that is not available, Suffolk Public Schools may allow employees to enter into their own agreements with NTA (non-supported financially by Suffolk Public Schools, but may be allowed for payroll deduction). New employees or employees that wish to cancel their existing policies may be signed up by a new provider. It is the intent that all plans 15 years or older be grandfathered in.

Administration of Section 125 Pre-tax Programs

Administration services related to Section 125 Pre-tax Programs shall meet the following minimum requirements:

- A. Provide the administration of existing benefit programs as described herein to include enrollment and preparation of required Internal Revenue Service reports.
- B. Provide the administration of Flexible Spending Accounts (FSA) for non-reimbursed medical expenses, dependent care expenses and other eligible options. The Successful Offeror shall provide online account access, issue debit cards and pre-fund annual balance to participants upon hire and selection of FSA services and by January 1st of each year for open enrollments. Cards are pre-loaded for FSA providers by the winning proposer and employees pay by payroll deduction. In FY 2020, the current provider pre-loaded approximately \$444,000. Currently the employees are allowed a \$500.00 rollover to the next plan year and allow a grace period of 45 days to submit claims from the previous year. The school division will also be entitled to receive any forfeitures for this program at the conclusion of the plan year any such extensions.
- C. All proposed rates and payroll for services described herein shall be either on a twenty (20) and twenty four (24) pay basis, but all coverage shall be for a twelve (12) month period.
- D. Ensure that any employee currently insured under existing programs offered by NTA be allowed to continue that coverage and be eligible for payroll deduction for that program. Proposers are encouraged to provide coverage for all covered employees with no additional qualifications. The successful offeror will be required to include the existing programs as well as any new programs resulting from this procurement as a part of their Section 125 administrative responsibilities.
- E. Provide onsite assistance during open enrollment to provide information on benefits and answer any questions for individual employees as well as a local phone number or toll free number for employee questions
- F. Provide a web-based open enrollment system for group health, dental and vision insurance; supplemental insurance; health savings accounts, grandfathered supplemental products and all other Section 125 Pre-tax Programs. Preferred on-line enrollment system includes the following:
 - a. Ability to upload videos/resources created by Suffolk Public Schools or by provider
 - b. Ability of division to enroll by way of enroller or self-enroll
 - c. Provide detailed plan information
 - d. Side by side comparison of all plans
 - e. Provides yearly cost estimates for health plans during open enrollment to assist employees in making plan decisions
 - f. Customizable reports and dashboard options to meet Suffolk Public School's needs.
 - g. Compares coverages across plan years
 - h. Auto-prompts for HSA when HDHP is selected and offers a variety of deduction options
 - i. Capabilities for a mobile experience (Application based)
 - j. Provides a history of changes report with time stamps for enrollers
 - k. Data integration with healthcare vendors
 - l. List of deductions so SPS can compare against payroll deductions
 - m. Employee tracking and email notifications regarding cancellations, wellness benefits, FSA cancelations etc.

- G. Conduct enrollment for existing employees in September-October of each year and for new employees in August of each year to begin payroll deductions in October for new hires and January for existing policies.
- H. Provide individual counseling sessions as requested by employees related to the individual spending accounts for non-reimbursed medical expenses, dependent care expenses and other eligible options.
- I. Provide full coverage for all groups/classes of employees, spouses and eligible dependents.
- J. Provide a web-based billing program as well as direct billing of supplemental products to employees on leave without pay and/or not receiving a paycheck from Suffolk Public Schools.
- K. Process all routine claims filed by School Board employees and all medical providers as well as provide assistance in solving problems with individual or group claims.
- L. Prepare an annual Benefits Guide for all existing and new employees. This guide shall be updated annually and will be provided at no cost to Suffolk Public Schools to include printing and direct distribution to all locations. The guide shall include, at a minimum, the Employee Handbook, all federally mandated notices and other employee information as requested by the School Board. The number of guides being provided by the current vendor is approximately 2,500. This may increase by 10% and is dependent upon employee retention numbers.
- M. Prepare and provide routine and special reports, both paper and electronic copies, of participation information and enrollment/change reports. These shall be in a prescribed format that can be uploaded into the current finance software (Weidenhammer alio) as well as provided to Section 125 vendors including enrollments and terminations to health insurance providers, etc.
- N. Providers will be required to accept a consolidated deduction file each month for products and any Flexible Spending Accounts. Suffolk Public Schools will provide one deduction to the provider and the provider will ensure that all payments have been satisfied and will reconcile on a monthly basis. Any missed premiums will be billed at the time of this reconciliation by the provider. These funds are wired each month.
- O. Assist in creating and executing Section 125 plan documents and provide legal counsel when needed.
- P. Individual employee meetings are preferred, but will allow enrollments online. Certain conditions such as a change in health care providers may require a meeting with individual employees.

RELATED SERVICES

As a part of this RFP, Suffolk Public Schools will entertain additional insurance related products (not health care or wellness as these are separately awarded) including insurance consulting services for all insurance products if the award of all of the products listed in the RFP plus related products allows for lower premiums for Suffolk Public Schools and/or lower consulting costs and higher quality. It is the responsibility of the proposers to include their expertise in this area should they wish to propose this service in their proposal. Proposers may include any other related service in this portion of their submittal and Suffolk Public Schools reserves the right to award a contract in part or in its entirety of any submission received by the due date and time.

Suffolk Public Schools reserves the right to not award this portion of the RFP and to issue an additional RFP to meet these needs should it not be in the best interest of the School Board to award.

To participate in the RFP, you do not have to submit any additional related services but Suffolk Public Schools reserves the right to contemplate additional services, including consulting, if it is in the best interest of Suffolk Public Schools.

SECTION II PROPOSAL REQUIREMENTS

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

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

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

The letter of introduction shall be signed by an individual authorized to conduct business for the firm with the name of the individual typed below the signature. The email address, telephone number and State Corporation Commission ID number must be included in the letter of introduction.

- B. Provide a brief statement describing the offeror’s qualifications to include years in business, similar contracts, etc. Provide the name, qualifications and contact information for the person who will serve as the contact for this project as well as the location of the office that will provide these services.
- C. Provide a list of key personnel that will be assigned to work with Suffolk Public Schools. Include their principal duties, experience and qualifications.
- D. Provide details of how the required services will be provided to include, but not be limited to, open enrollment information, FSA accounts, consultation services, methodologies, available resources, controls, schedules, and billing.
- E. Provide a list of at least three references of educational institutions that are currently using or have used these services in the past five (5) years. Include a contact person, phone number and email address.
- F. Provide the effective date of coverage; payroll deductions shall begin in October for new hires and January for the initial year.
- G. Provide a detailed cost proposal to include any and all charges that may be applicable.
- H. Provide any other information that may assist in the evaluation of the services required herein.
- I. Provide any additional services that may fit within the intent of this RFP that may be of benefit to Suffolk Public Schools.

SECTION III EVALUATION CRITERIA

Each proposal will be evaluated on the basis of the criteria listed below:

- A. Qualifications and experience of the organization and their ability to provide the services described in this request for proposal as evidenced by current and past experience. Qualifications, experience and availability of key personnel that will provide services. Also contemplated in these criteria will be the strength of references provided– 30 Points
- B. Ability to provide required services to include, but not be limited to web-based open enrollment, FSA accounts, claims processing, consultation services, controls, communications, schedules, benefits guide, billing and other available resources – 30 Points
- C. Value and completeness of the price proposal – 20 points
- D. Overall quality of the proposal that clearly illustrates an understanding of School Board needs and requirements and how these will be met. Included in this is a matching of the attached current plans. Current plans must be matched or exceeded in all areas to be considered. Lesser quality plans will not be considered and may be the basis of disqualification – 20 Points

SECTION IV COOPERATIVE PROCUREMENT

This solicitation is being conducted on behalf of other public bodies under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, Cooperative Procurement, as stated, “a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the Request for Proposal or Invitation to Bid specified that the procurement was being conducted on behalf of other public bodies.”

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. It is the Contractor’s responsibility to notify the jurisdictions of the availability of contract(s).

Any jurisdiction using such contracts shall place its own orders(s) directly with the Successful Contractor(s). Suffolk Public Schools acts only as the Contracting Agent and is not responsible for the placement of orders, payment or discrepancies of the participating jurisdictions.

**SECTION V
SELECTION OF OFFEROR**

- A. The School Board will use the competitive negotiation process in selecting the offeror to provide this service. The proposal, as submitted, will be evaluated by the School Board. Two or more offerors deemed as best suited and qualified will be selected for further evaluation which may include additional questionnaires, teleconferencing or electronic meetings. Selected vendors may be asked to demonstrate their complete program during the evaluation process. Competitive negotiations will be conducted with the top ranked offerors. A contract will be awarded to the top ranked offeror after the completion of competitive negotiations.
- B. If the School Board determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- C. During negotiations, the selected firm will be required to demonstrate cost and fees, including labor cost, direct personal expense, overhead, man-hours by category and direct (non-labor) expense in a format prescribed by the School Board.
- D. The School Board reserves the right to reject any or all proposals and will not be liable for any cost incurred in connection with the preparation and submittal for this Request for Proposal.
- E. The School Board reserves the right to negotiate and award a contract or contracts as may be most advantageous to the School Board.
- F. Notice of Award for this solicitation shall be in writing to the Successful Offeror and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434 as well as the Suffolk Public Schools Purchasing Department website.

**SECTION VI
TERMS AND CONDITIONS**

- A. **INDEPENDENT CONTRACTOR RELATIONS:** Neither the Successful Offeror, its employees, assignees or Successful Offerors shall be deemed employees of the School Board while performing for the School Board.
- B. **GENERAL PROVISIONS:** Nothing in the agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein.
- C. **INVENTIONS & COPYRIGHTS:** The Successful Offeror is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance of the project, except when specific written authorization of the School Board is given. The copyright or patent shall belong to the School Board.
- D. **SHIPPING:** All shipping and handling costs shall be at the expense of the Successful Offeror.
- E. **TERMS OF AGREEMENT:** The initial term of this agreement shall begin on the January 1, 2021 and continue through December 31, 2022 after which this agreement will automatically be extended for seven (7) additional one-year periods, beginning on the date of award and ending June 30th of each subsequent

year, unless otherwise terminated by either party by giving written notice sixty (60) days prior to the award date of any given year. Should a new provider be selected, the new provider will be required to meet with all employees starting in August and during the open enrollment periods (September – October). The School Board may approve a price increase for each subsequent year. The request shall be presented in writing ninety (90) days prior to the award date of each year and the cost increases shall not exceed the Consumer Price Index (CPI) as developed by the Bureau of Labor Statistics, U. S. Department of Labor, for all Urban Consumers (CPI-U) south, for the preceding calendar year. Suffolk Public Schools reserves the right to purchase additional services as needed and to negotiate for additional years of service in order to provide for the continuation of services and best meet the needs of Suffolk Public Schools employees.

- F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon ninety (90) days written notice to the other party. Upon this termination for convenience, the Successful Offeror shall be paid only for those additional fees and expenses incurred between notification of termination and the effective date of termination that are necessary for curtailment of its work under the Agreement. The parties may mutually agree in writing to an earlier termination.

In the event of a breach by the Successful Offeror of the Agreement, the School Board shall have the right to immediately rescind, revoke, or terminate the Agreement. In the alternative, the School Board may give written notice to the Successful Offeror by specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Successful Offeror has not substantially corrected the breach within ten (10) days of receipt of the written notice, the School Board shall have the right to terminate the Agreement. A waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement. A violation of any state or federal law or regulation by the Successful Offeror shall be considered a breach of the Agreement.

In the event of rescission, revocation, or termination, all documents and other materials related to the performance of the Agreement shall become the property of the School Board.

This agreement shall be canceled automatically in the event that the local, state or federal government fails to appropriate or allocate sufficient funds or positions for the purpose of continuing the Agreement. This termination shall be complete upon depletion of the previously allocated funds.

- G. **COLLATERAL CONTRACTS:** Where there exists any inconsistency between the Agreement and other provisions of collateral contractual Agreements which are made a part of the Agreement by reference or otherwise, the provisions of the Agreement shall control.

- H. **CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION:** Upon award, the Successful Offeror and any employee who will have direct contact with students shall provide certification that (i) he/she has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he or she has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services, and when relevant, the revocation of any license required to provide such services. **(See Attachment 1)**

- I. **NONDISCRIMINATION:** In its performance of the Agreement, the Successful Offeror warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, disability or national origin. The Successful Offeror shall post, in conspicuous places that are

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In its solicitations or advertisements for employees, whether placed by or on behalf of the Successful Offeror, the Successful Offeror shall state that it is an equal opportunity employer. Notices, advertisements and solicitations which conform to federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

Suffolk Public Schools does not discriminate against faith-based organizations.

- J. **DRUG FREE WORKPLACE:** A drug-free workplace is to be maintained by contractor; required provisions – All public bodies shall include in every contract over \$10,000.00 the following provisions:

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

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

- K. **APPLICABLE LAWS:** The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
- L. **SEVERABILITY:** Each paragraph and provision of the Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- M. **CONTINGENT FEE WARRANTY:** The Successful Offeror warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing the Agreement. The Successful Offeror further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of the Agreement. For breach of one or both of the foregoing warranties, the School Board shall have the right to terminate the Agreement without liability, or, in its discretion, to deduct the amount of said prohibited fee.
- N. **FINANCIAL RECORDS AVAILABILITY:** The Successful Offeror agrees to retain all books, records, and other documents relative to the Agreement for five (5) years after final payment. The School Board, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during this period.
- O. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by the Successful Offeror shall be retained by the Successful Offeror and shall be remitted to the School Board by the Successful Offeror upon completion, termination or cancellation of the Agreement. The Successful Offeror shall not willingly use or allow or cause to have such materials used for any purpose other than performance of the Successful Offeror’s obligations under the Agreement without the prior written consent of the School Board.

- P. **CONFIDENTIAL INFORMATION:** All confidential and proprietary information and data furnished to the Successful Offeror by the School Board shall remain the property of the School Board. The Successful Offeror agrees to retain in confidence, and not to disclose to or use for the benefit of third parties, any information disclosed to the Successful Offeror by the School Board without the School Board's prior written consent. Excluded from the provisions of the Agreement shall be such information as:
1. Information which is in the public domain or which the Successful Offeror can show to have been in its possession independently of and prior to such disclosure by the School Board;
 2. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
 3. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
 4. All information uncovered during an investigation conducted by the Successful Offeror that is required to be reported by the Successful Offeror to appropriate agencies pursuant to local, state or federal statutes (i.e., especially concerning or affecting public health and safety). The Successful Offeror will attempt to notify the School Board prior to any such reporting.
- Q. **COMPLIANCE WITH LAW AND STANDARD PRACTICES:** The Successful offeror shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The Successful Offeror shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
- R. **TAXES, FEES, CODE COMPLIANCE AND LICENSING:** The Successful Offeror shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
- S. **COORDINATION OF WORK:** The Successful Offeror shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.
- T. **HOLD HARMLESS AGREEMENT:** The Successful Offeror shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgements arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the Successful Offeror, its agents, servants or employees in the execution of the contracted work.
- U. **INSURANCE:** The Successful Offeror shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the School Board. The School Board will be named on all liability policies and Workers' Compensation policies as "Additional Named Insured" or "Alternate Employer Endorsement" for the proposed work.
- V. **WORKERS' COMPENSATION INSURANCE/EMPLOYERS' LIABILITY INSURANCE:** The Successful Offeror shall obtain and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company duly authorized to write such insurance. The Successful Offeror shall obtain and maintain during the life of this Agreement, Employers' Liability Insurance with a limit of \$200,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.
- W. **PUBLIC LIABILITY INSURANCE:** The Successful Offeror shall maintain during the life of this Agreement such Public Liability Insurance as shall protect him/her against claims for damages resulting

from bodily injury, including wrongful death, and property damage which may arise from operations under this Contract whether such operations be by himself/herself or his/her employees.

- X. **CERTIFICATE OF INSURANCE:** The Successful Offeror shall furnish the School Board with two (2) copies of certificate of insurance evidencing policies required. The Successful Offeror shall not change any required insurance during the life of this Agreement unless notice of any such change in coverage is given in writing by the Successful Offeror to the School Board at least fourteen (14) calendar days prior to there having any such change in coverage.

- Y. **STATE CORPORATION COMMISSION ID NUMBER:** Any bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia shall provide as a part of their bid documentation the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. No award will be made without this information.

- Z. **SUSPENSION OR DISBARMENT** – In issuing your proposal, you are certifying that you have not been suspended or disbarred at any level (state or national) and are eligible to be awarded a contract.

- AA. **COMPLIANCE WITH FEDERAL IMMIGRATION LAW:** The successful bidder shall not, during the performance of a contract for goods and services in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

- BB. **RIGHT TO RENEGOTIATE** – Suffolk Public Schools reserves the right to renegotiate any and all terms of the agreement during renewal years should the arrangement not encompass any changes in federal, state, or local laws. Furthermore, Suffolk Public Schools reserves the right to renegotiate any financial aspects of the agreement.

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Attachment 1: CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of 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. So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.

CONTRACTOR NAME _____

BUSINESS ADDRESS _____

PHONE NUMBER _____

CERTIFIED BY _____

PRINTED NAME _____

TITLE _____

DATE _____

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, “direct contact with students” means being in the presence of students during regular school hours or during school-sponsored activities.