



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

April 10, 2020

**To All Interested Parties:**

**Subject: Third Party Claims Administration, Workers' Compensation Excess Liability Insurance Coverage and Related Services**

The Suffolk City School Board (School Board) is requesting proposals from interested parties to Provide Third Party Claims Administration, Workers' Compensation Excess Liability Insurance Coverage and Related Services. Please read carefully, all information contained in the RFP document. Interested parties are invited to submit one electronic copy marked **"Provide Third Party Claims Administration, Workers' Compensation Excess Liability Insurance Coverage and Related Services"** on or before **2:00 p.m. on Thursday May 7, 2020 electronically through the EVA portal**. 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 April 23, 2020 and May 7, 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 to:

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

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

The School Board plans to select a qualified offeror based on the requirements set forth herein and pursuant to the Commonwealth of Virginia Procurement Regulations.

The awarding authority for this contract is the Suffolk City School Board. The School Board reserves the right to reject any or all proposals submitted or take advantage of any available regional or state contracts.

**Any questions concerning this Request for Proposal shall be submitted in writing to Anthony Hinds at [anthonyhinds@spsk12.net](mailto:anthonyhinds@spsk12.net) by 5:00 pm on Thursday, April 23, 2020.** Questions will be answered in the form of addenda which will be posted to the Suffolk Public Schools website and will become a part of the contract.

Issued By:

Anthony W. Hinds, CPPB  
Purchasing Manager

Enclosures

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

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**EXHIBITS WILL BE IN SEPARATE ATTACHMENTS**

## SECTION I SCOPE OF SERVICES

The purpose of this RFP is to establish a term contract for Third Party Claims Administration (TPA), Workers' Compensation Excess Liability Insurance Coverage and Related Services. Vendors responding to this request for proposal must be responsible offerors, regularly and practically engaged in providing requested services specified herein. Our current contract will expire June 30, 2020.

### **General Requirements:**

#### Third Party Claims Administration Services

Describe in detail your firm's intent and methodologies to provide the specified services and demonstrate the requested qualifications using Exhibit II-Offeror Response Form. **Exhibit II must be completed and returned as a part of the proposal for consideration.**

#### Workers' Compensation Excess Insurance

Indicate your firm's response to each item addressed on Exhibit III-Offeror Response Form. **Exhibit III must be completed and returned as a part of the proposal for consideration.**

## SECTION II PROPOSAL REQUIREMENTS

Proposals shall be as thorough and detailed as possible to indicate the Offeror's abilities to provide the services specified and to assist in evaluation of the proposals. All items below are required to be completed and included with the proposals submitted.

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

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

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

2. Provide a list of five references that have utilized services/coverage proposed, preferably K-12 education, then higher education, municipal, and commercial. Include name of organization, contact name, phone number, email address and length of time providing service for each reference. The School Board may contact references to inquire about their satisfaction with services provided.
3. Complete Offeror Response Form, Exhibits II and III and return with your proposal.

### **SECTION III EVALUATION CRITERIA**

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

1. Responsiveness to the purpose and scope of services
2. Completeness and clarity of the proposal
3. Quality of implementation of services and support
4. Qualification of the firm and its ability to provide the required coverage and services
5. Qualifications of individuals providing required services
6. Quality of references
7. Cost

The School Board will use a 1-5 evaluation scoring process for each of these items, with one being the lowest available and 5 being the highest.

### **SECTION IV SELECTION OF OFFEROR**

1. The School Board will use the competitive negotiation process (as outlined in the Virginia Public Procurement Act) in selecting the Offerors to provide this service. The proposal, as submitted, will be evaluated by the School Board. Due to the school division be closed, selected vendors deemed as best suited and qualified may be selected for further evaluation including the use of various electronic methods or additional questionnaires . The School Board reserves the right to ask clarifying questions throughout this process. Furthermore, our consultant, listed in the RFP, will be empowered to ask and receive questions to be able to provide guidance to the School Board during the evaluation process. **Competitive negotiations will be conducted with the top ranked Offerors.** A contract will be awarded to the top ranked Offeror(s) after the completion of competitive negotiations.
2. 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.
3. The School Board reserves the right to award multiple contracts as may be most advantageous to the School Board.
4. The School Board reserves the right to negotiate the terms of this contract on an annual basis in order to maintain a fair market value and to take advantage of any technological advances during the life of the contract.

5. 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 Proposals.
6. Notice of Award for this solicitation shall be in writing to the Successful Offeror(s) and posted on the Suffolk Public Schools Bid Board at 100 N. Main Street, Second Floor, Suffolk, VA 23434 and on the Purchasing Department website.
7. The School Board and its representatives reserves the right to negotiate all aspects of this contract and negotiate a contract that best meets the needs of Suffolk Public Schools.

## **SECTION V TERMS AND CONDITIONS**

1. **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.
2. **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.
3. **Inventions and 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.
4. **Terms of Agreement:** The initial term of this agreement shall begin on July 1, 2020 and continue through June 30, 2021 after which, this agreement may be automatically extended for four additional one year periods, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of each year, unless otherwise terminated by either party by giving written notice March 31<sup>st</sup> of each year. Price for the initial term of this agreement shall be negotiated as a part of this solicitation. The School Board may approve a price increase for each subsequent year but the cost increases shall not exceed the Consumer Price Index (CPI-U) South, for the preceding calendar year. The School Board reserves the right to extend this contract for additional time during the re-solicitation process should it be in the best interest of the School Board.
5. **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.

6. **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.
7. **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.

8. **Drug Free Workplace:** A drug-free workplace is to be maintained by the contractor. All public bodies shall include in every contract over \$10,000 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.

9. **Contractor/Employee Background Certification:** Upon award, the contractor and any employee who will have direct contact with students shall 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.

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 Exhibit I)

10. **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.
11. **Compliance with Federal Immigration Law:** The successful proposers shall not, during the performance of a contract for goods and services in the Commonwealth of Virginia knowingly employ an authorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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:
  - a. 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;
  - b. Information which becomes public knowledge after such disclosure, without fault on the part of the Successful Offeror or its employees;
  - c. Information made available to the Successful Offeror from a third party source without any secrecy obligation attaching thereto; and
  - d. 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.

17. **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.
18. **Documentation/Information:** The Successful Offeror will maintain and provide the School Board, upon request by the School Board, with the records, reports or other information to document attendance and participation of employees.
19. **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.
20. **Indemnification and Hold Harmless:** The Successful Offeror agrees to the extent permitted by applicable law, to indemnify and hold the School Board and its representatives harmless against any and all liabilities, losses, cost or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the School Board at any time to the extent such liability, loss or expense results from the Successful Offeror's negligence, breach of the terms hereof, or willful misconduct under the terms of this Agreement or applicable law.
21. **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 Insured" or "Alternate Employer Endorsement" for the proposed work.
22. **Workers' Compensation Insurance and 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 \$500,000.00 per accident/injury by an insurance company duly authorized to execute such insurance in the State of Virginia.
23. **Professional Liability Insurance:** The Successful Offeror shall procure and maintain professional liability insurance for protection from claims arising out of the performance of professional services caused by a negligent act, omission or error for which the insured is legally liable; such liability insurance will provide for coverage in the amount of five million dollars, with such deductible provisions as required by the School Board.
24. **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.

25. **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 having any such change in coverage.
26. **Suspension or disbarment:** In submitting your response, the proposer is certifying that the proposer has not been suspended or disbarred at any level of government and is eligible to be awarded a contract.
27. **State Corporation Commission ID:** 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 not be made without this information.

**EXHIBIT I**

**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.

