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Department of Purchasing

100 N. Main Street, 2nd Floor

Suffolk, VA 23434

(757) 925-6762 Fax (757) 9242-4333

October 12, 2022

Posted LB
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To All Interested Parties:

Subject: Request for Proposal Contracted Pharmacy Services EVA1793-3563-1/SPS 1793

The Suffolk City School Board (School Board) is requesting proposals from interested parties to contracted pharmacy services for 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.

Interested parties are invited to submit an original hard copy and one (1) electronic copy (flash drives are preferred) marked "Request for Proposal Contracted Pharmacy Services" on or before 2:00 pm on Tuesday, November 1, 2022. Proposers may use the USPS at their own risk. The post office box is only checked once daily. Any late proposal shall be returned to the proposer and not evaluated. The proposal should be sealed in an envelope clearly marked with **Request for Proposal - Contracted Pharmacy Services**, the due date and time and delivered to:

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

Due to a scheduled EVA upgrade, electronic submissions are not allowed for this procurement. Should an event cause the school division to close, Suffolk Public Schools will accept proposals until 2:00 PM on the next operating day. Proposals will not be accepted at any other location. 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.

This Request for Proposals is published on the EVA and Suffolk Public Schools websites. No other websites are being used. Furthermore, all evaluation criteria are listed in this Request for Proposals. There is no expectation of this Request for Proposals due date being extended past the posted date. A non-mandatory, pre-proposal conference will be held on October 19, 2022 at 9:00 AM at 3264 Pruden Boulevard, Suffolk, VA 23434

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. 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 regarding this Request for Proposal shall be submitted in writing to anthonyhinds@spsk12.net. Questions must be received by no later than seven (7) days prior to the submission date.

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

Issued by:


Anthony Hinds CPPB
Purchasing Manager

SCANNED

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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ATTACHMENT 3	Pharmacy information (Pricing not required at time of submission. Non-binding estimates may be required later in the process.)

SECTION I SCOPE OF SERVICES

Introduction

Suffolk Public Schools requests sealed proposals from prospective Offerors (hereinafter referred to as Offeror, Successful Offeror, or Contractor) to provide Contracted Pharmacy Services as specified in this document and any associated attachments.

Suffolk Public Schools supports 14,000 students, 2,100 employees, 21 schools, and 24 locations. The school system is committed to partnering with the community, providing an effective educational experience, and preparing every student to find success in a complex society.

Background

The Schools currently has a self-funded employee and early retiree health insurance plan through Anthem BlueCross BlueShield of Virginia. The Pharmacy Benefits Manager (PBM) is IngenioRx via the Anthem BlueCross BlueShield of Virginia contract. This contract has renewal options through December 31, 2023. A new RFP will be solicited for our health insurance in early 2023 for the 2024 year. Proposers should be willing to work with a number of different providers should the school division change providers.

Suffolk Public Schools has approximately 2,500 covered lives on the health insurance plan. This includes about 1,400 active employees and nearly 70 early retirees. On average, the covered population fill 36,000 prescriptions a year.

Suffolk is the largest independent city by square mileage in Virginia. The Schools have considered an on-site pharmacy before but did not move forward due to concerns over effective pharmacy utilization. To increase access and utilization, Suffolk is considering the addition of two satellite locations for delivery/pick-up, locations to be determined.

Suffolk Public Schools has a location available that would serve as the on-site pharmacy:

3264 Pruden Boulevard
Suffolk, VA 23434

Project Scope

Suffolk Public Schools is seeking proposals from qualified Offerors that have demonstrated competence and possess the ability and experience necessary to provide contracted pharmacy services to employees, retirees, and dependents enrolled in the School's self-funded health plans.

Contracted pharmacy services include the day-to-day management of the pharmacy, including the purchase and distribution of prescription drugs, over-the-counter drugs, and non-prescription personal care items. The Contractor will also be responsible for the hiring of pharmacists and technicians. Contracted pharmacy services must be able to integrate with the pharmacy network currently in place through Anthem/IngenioRx. Note that the project scope does not include pharmacy benefit manager services (PBM).

Suffolk Public Schools understands the potential obstacles to the success of an on-site pharmacy, including geographical area and utilization. Suffolk’s large geographical area could impede member utilization at a singular on-site location. Suffolk invites Offerors to provide creative solutions and is open to considerations such as limited hours, satellite locations, and mail order pharmacy to reach a wider population. Please note the following: Any mention in costs will be required during the non-binding estimate phase of this procurement activity. Information is being provided in this document to prepare potential proposers that this information will likely be required.

The proposal will need to include answers to the following:

A. Experience, Background, and References

- 1. Provide the contact information of the individual authorized to answer any questions related to this inquiry and response.

Name:
Title:
Address:
Phone Number:
Email Address:

- 2. Provide background information about the firm, e.g., type of business entity, ownership, size and location of facilities (specify the location that would be designated to provide services to SPS), etc.

Type of Business Entity:
Size:
Structure/Ownership:
History/Philosophy:
Home Office Location:
Email Address:

- 3. Provide the firm’s management structure including an organizational chart of the firm.
- 4. Provide the firm’s qualifications to perform the services, including all resources available to the firm.
- 5. List all current professional credentials/licensing.
- 6. Provide a concise description of work experiences as they relate to experience in the provision of pharmacy services and the complete scope of work outlined herein.
- 7. Indicate if any services are to be subcontracted and list subcontractor(s) to provide designated services. All subcontractor(s) must be approved in writing by Suffolk Public Schools in advance.

8. Provide a list a minimum of five (5) client references of self-funded plan sponsors for whom you have opened and operated in-house pharmacies or currently provide contracted pharmacy services to and indicate the years of service. Provide the client's name, contact person, address, phone number/e-mail address, number of years your firm has served the client, and a brief summary of services provided to the client. Provide references based on 1,000 to 5,000 employees.
9. Provide two client case studies demonstrating the effectiveness of the near-site pharmacy as a way to manage utilization, improve outcomes, and reduce costs.
10. How many self-insured public entity accounts does the firm handle?
11. How many Virginia-based near-site pharmacies do you manage?
12. How many near-site pharmacies do you manage nationally?
13. How many clients have terminated your services in the past 24 months?
14. Are you willing to provide a contact for a terminated client?
15. How many full-time employees does the firm have that are devoted to the administration of employer based near-site Pharmacies?
16. SPS is interested in learning about any additional options available to enhance the proposed solution. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.
17. It is the intent to have this project opened by June 30, 2023. Provide a timeline for this project assuming an award date of November 30, 2022.
18. Include in your proposal a preliminary Implementation Plan for the start-up and administration of the program proposed. The implementation plan is to include: (1) a description of the deliverables to be provided under this contract; (2) target dates and critical paths for the deliverables; (3) identification of roles and responsibilities which include the name of the individual(s) responsible, organization, and telephone number; and (4) the labor, equipment, materials and supplies required to be provided by SPS in meeting the target dates set out on the Implementation Plan.
19. The preliminary Implementation Plan will be subject to negotiations and final review and approval by SPS prior to award of the contract. Please confirm acceptance.

B. Discussion of Overall Project

1. Describe your firm's approach to providing security, technology, equipment, furniture, and fixtures required for this contract.

2. What are typical SPS-provided infrastructure and technology requirements?
3. Based on current member utilization, what are your proposed minimum requirements (space, specific-use rooms, equipment needed, etc.)?
4. Do you have any other recommendations as it relates to pharmacy hours based on current criteria provided?
5. Describe your firm's proposed involvement with pharmacy licensure, management, compliance and audits of financial and inventory records.
6. How will your firm address audit findings and infractions?
7. Describe your firm's emergency preparedness program.
8. Do you provide written information on the performance and potential side effects to each patient for his or her script? Provide Sample
9. Should SPS decide to open additional facilities, describe the firm's ability to provide this service.
10. Describe how your firm could implement a mail order program for maintenance drugs (90-day program).
11. Describe who would be responsible for packaging and postage fees associated with a mail order program.
12. Describe how your firm could implement satellite locations.

C. Staffing

1. Describe your firm's approach to staffing the pharmacy. Include the full range of employer qualifications, supervisors and management.
2. How many full time-employees and part-time employees the firm would anticipate are needed for SPS contract?
3. What is your licensing and liability insurance requirements for the clinicians employed by your company?
4. Who assures proper ongoing credentialing for medical licensure and liability insurance?
5. Please provide details of the medical malpractice and liability coverage your organization has in place, and indicate any additional employer coverage needed or recommended.
6. Has any member of your staff had their license revoked or suspended or received a reprimand from any Board of Pharmacy? Has your firm been involved in any lawsuits?

7. How is the pharmacist performance tracked and monitored? For example, how do your pharmacists counsel members at the point of service?
8. Describe the responsibilities of the pharmacist in charge (PIC), clinical pharmacists and staff pharmacists.
9. Describe the responsibilities of the pharmacy lead technician and pharmacy technicians.
10. What procedures will your firm follow to cover the PIC absences? Explain your back-up procedures in the event of unplanned absences.
11. What procedures will your firm follow if the PIC is absent for more than 30 days?
12. What procedures will your firm follow if the PIC resigns or is terminated from his/her employment?

D. Inventory

1. Indicate the dollar volume of the initial inventory. Who will own the inventory? Describe the process for inventory control, security, renewal, and billing.
2. Describe the availability of drugs at the pharmacy. Will there be a narrow formulary or a fuller range of acute/maintenance medications available?
3. How would you ensure sufficient inventory at all times?
4. Does your firm maintain automated inventory and dispensing records?
5. What is your firm's procedure for disposing of out of date drugs?
6. Does your firm have a pseudoephedrine sales policy that complies with all federal and Virginia regulations?

E. Utilization Management

1. Describe how you envision your firm's administration of an on-site pharmacy will reduce prescription drug expenditures for SPS.
2. Describe how the proposed services will impact utilization within the different drug categories (such as generic, formulary, non-formulary, and specialty drugs).
3. Explain your strategy to move utilization to the OTC alternative, wherever possible.
4. Please specify exactly how your firm will document the effectiveness of the pharmacy program.

Provide sample documentation and indicate the measurable metrics used to evaluate the overall program efficacy and administration.

5. Provide a description and samples of all reports to be provided to SPS. Include any explanations of reports as well as the proposed submittal frequency.
6. What data do you use to capture and report ROI to the client?

F. Performance Standards and Quality Assurance

1. Describe your company's standards and process for evaluation of:
 - a. Wait time
 - b. Patient satisfaction surveys; and
 - c. Employee inquiries (both written and telephone)
2. Describe your company's quality assurance programs.
3. Describe your process and the timing of complaints sent for review.
4. Describe your quality management process to include oversight, patient feedback, and external accreditation.
5. Does your firm offer performance guarantees for implementation, on-site performance, response turnaround time, or other metrics?

G. Privacy

1. Are patient medical records stored in a HIPAA compliant method? Please describe.
2. How do you ensure the privacy of records and information?
3. How is your privacy policy communicated to participants?
4. What practices do you have in place to protect the confidentiality of individual information when electronically transferring or receiving electronic information?
5. Describe your policy relative to sharing, selling, or otherwise utilizing member usage and other member data.
6. Have you ever had a HIPAA violation? If yes, please explain and describe what corrective action was taken.
7. What records would belong to SPS upon contract termination?

H. IT Capabilities

1. Is your firm able to accept electronic eligibility files?
2. How often are eligibility files required to be submitted to you?
3. Describe the features and capabilities of your hardware and software systems, particularly in regard to scheduling and electronic medical records.
4. Does your software have the capability to import clinical data from other providers, such as biometric screening and health risk assessment data?
5. Do you have a website to host health information for plan participants?
6. Please describe your capabilities in regards to reporting utilization and cost data.
7. Describe or provide examples of reporting output from your system. Does the reporting information you provide include financial data (e.g. claims paid for specific chronically ill population that can be monitored over time or overall cost of a high-risk population)?
8. What is the frequency of your financial reporting to the client?
9. Please indicate ability to provide reporting with the following metrics:
 - a. Average cost per prescription
 - i. Network Rx
 - ii. On-site Pharmacy
 - b. Prescription distribution
 - i. Brand vs Generic
 - ii. Retail 30 day and Retail 90 day
 - iii. Near-site Pharmacy
 - c. Plan cost distribution
 - i. Member cost share
 - ii. Plan cost share
 - d. Drug ranking by cost
 - e. Drug class ranking by cost (for example: Diabetes, Central Nervous)
 - f. Net Return

I. Coordination with Outside Physicians, Other Medical Services, and Health Plan Administrators

1. Is your firm able to interface with the PBM formulary and mail order pharmacy?
2. How will your firm join SPS's PBM network to submit claims for adjudication, complete pharmacy management, and access reporting data?
3. Confirm your firm is able to receive electronic prescriptions from providers.

J. Pricing and Cost Analysis (Non-binding estimates after initial ranking). This is not required at the time of submission. This information will be needed during the non-binding estimate phase of the selection process.

1. Please provide a cost estimate for the start-up costs you would project for takeover of the near-site pharmacy. Include all assumptions.
2. Please provide a cost structure for all on-going costs once the near-site pharmacy is established. Please include all related fees.
3. Please identify any potential additional costs not outlined above.
4. Please outline your preferred method of billing for services (i.e. guaranteed PEPM, fixed rate, cost plus, or other)
5. Indicate whether pricing would change if population size increases or decreases during contract year.
6. Please provide your organization's pricing proposal in detail as it pertains to the price basis for the prescription drugs (i.e. AWP, Maximum-Allowable-Cost (MAC), acquisition cost). In this description please include on a per script basis, any dispensing fees, administration fees (per prescription or per employee).
7. Please indicate any pharmacy rebate impact and/or anticipated sharing of rebates (rebate amounts should be listed as a percentage or flat dollar amount for all prescriptions).
8. Using the data file included in this RFP, please provide your acquisition cost based on each prescription drug on the list.
9. Present projections of dollar savings and percentage of savings on a per member basis using the pharmacy information provided. Include methodology for arriving at projected savings and quantify any impact of changing utilization for arriving at your projections. This can be provided in a separate exhibit.
10. Actual cost savings data from previous similar pharmacy implementation, if any (without identifying information) shall be provided, if available.

K. Delivery options to approved locations:

Proposer must agree to provide delivery options to various locations as a part of any proposal. In order to meet the requirements of all of our participants, it is expected that the proposer and Suffolk Public Schools will work together to either provide delivery costs or decrease operating hours of the pharmacy. Proposers may also bring additional ideas to fulfill this requirement.

L. Should you be selected to move into the next steps, please be prepared to discuss non-binding estimates

for the following:

PMPM RATE	Total Members
	1500-2000
	2001-2500
	2501-3000
	3001-3500
	3501-4000
	4001-4500
	4501-5000
	5001-5500
	5501-6000

The following items will be added into a negotiated contract at the time of award. Additional membership after 6,000 or membership less than 1,500 can be negotiated as a part of this Request for Proposals throughout the life of this contract. This rate may also be adjusted yearly based on various economic factors found in the marketplace. Public bodies wishing to use this contract may also negotiate based on their individual member count per conditions found in Section II of this Request for Proposals. This is not required during the initial submission of your proposal.

SECTION II 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 jurisdiction.

SECTION III PROPOSAL REQUIREMENTS

Each Offeror interested in submitting a proposal for consideration shall submit the following information in a sectional format.

- 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 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, fax number and email address must be included in the letter of introduction. In addition, the letter of introduction must 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.”

- B. Provide details of all services provided as a part of this program and any additional optional services available to include, but not be limited to goals of the program. Proposers also should provide information that demonstrates the capacity and capability of the proposer to provide the services outlined in the RFP.
- C. Provide the name(s) and resume(s) of persons who will be providing services under this agreement. This information shall be updated on a regular basis during the term of the agreement. Resumes should clearly illustrate the education, experience and qualifications of the proposed professionals that are readily available to meet Suffolk Public School’s needs.
- D. Provide a list of references for services provided similar to those required in this Request for Proposal with contact information.
- E. Provide samples of forms and reports that will be used to provide services
- F. Brief professional profile or company profile including key contact person with an email address and telephone number.

SECTION IV EVALUATION CRITERIA

The successful offeror will be selected based upon the following criteria:

- A. Capacity and capability to perform the work as described in this RFP. This will be determined by way of your response and answers to questions found in the RFP. -40 points
- B. References – provide references including contact information – 20 points
- C. Methodology – The methods used to perform the work as described in this RFP This will be determined by way of your response and answers to questions found in the RFP – 40 points

The use of the School Board’s evaluation team and reports/recommendations from the school division’s

insurance consultant will be used to determine a proposer's evaluation using the above criteria. The answers to the above questions will assist Suffolk Public Schools in grading under the listed criteria as well as any other information provided by the proposers.

SECTION V SELECTION OF OFFEROR

- A. The School Board will use the competitive negotiations process in selecting the offeror(s) 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 formal and/or informal interviews. Selected vendors may be asked to demonstrate their complete program during the evaluation process. A scoring process will take place. Negotiations shall then be conducted, beginning with the offeror ranked first. At this phase, we will request non-binding estimates that includes, but not limited to, the items found in this RFP. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- 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. The School Board reserves the right to make multiple awards if in the best interest of the School Board.
- D. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board, including, but not limited to, partial awards if it is most advantageous to the School Board.
- E. 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.
- F. The School Board reserves the right to negotiate any and all aspects of the contract in the best interest of the School Board.
- G. The School Board reserves the right to award a contract or contracts as may be most advantageous to the School Board. 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.

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:** Shipping instructions will be noted on purchase order(s). All shipping and handling costs shall be at the expense of the offeror.
- E. **TERMS OF AGREEMENT:** The initial term of this agreement shall begin on upon award and continue through June 30, 2024 after which this agreement will automatically be extended for five (5) additional one-year periods, beginning July 1st and ending June 30th of each year, unless otherwise terminated by either party by giving written notice by April 1st of any given year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing 30 days prior to June 30th of each year. Suffolk Public Schools reserves the right to negotiate additional time at the end of the contract in order to provide for the continuation of services. The School Board reserves the right to purchase additional items/services to meet the intent of the RFP which is to provide a successful pharmacy program. The school division may purchase additional services to meet the intent of the RFP should it become necessary throughout the contract term and subsequent renewals.
- 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.
1. 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.
 2. 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.
 3. 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 appropriate background certifications

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.

1. 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.

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

J. **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:

1. 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.

2. 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 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 judgments 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 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 \$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. AVAILABILITY OF FUNDS: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The School Board's extended obligations on those contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following years.

AA. IMMIGRATION LAW: Contractor warrants that it does not, and shall not during the performance of this agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

BB. CONFIDENTIALITY/TRADE SECRETS: Suffolk Public Schools will take all normal steps to protect the proposer's trade secrets. Proposers are to mark any part of their submissions that they wish to enact such protections. Proposers also understand that as a public document, that the entire submission may be subject to the terms of the Freedom of Information Act. Any such items not marked as "Proprietary" or "Confidential" cannot be protected after the submission of the proposal. Generally speaking, pricing components, unless there are specific protections provided by law, are not protected, as it involves expenditures by the public body.

Department of Purchasing

100 N. Main Street, 2nd Floor

Suffolk, VA 23434

(757) 925-6762 Fax (757) 942-4333

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 any violent felony as set forth in the definition of a barrier violent crime in Virginia Code 19.2-392.02, or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or violent crime of moral turpitude that is not set forth in the definition of barrier violent crime in subsection A of Virginia Code 19.2-392.02 and does not involve sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

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 as set forth in the definition of a barrier violent crime or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and/or meet the terms as outlined above:

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

Attachment 2: SUBSTITUTE FOR FORM W-9

FEDERAL ID NUMBER 54-1643533

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Suffolk Public Schools. If this number is not provided, you may be subject to a 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information. **This form must be typed or printed.**

Owner's Name (if sole Proprietor) _____

Legal Business Name _____

Address _____

State, City, Zip Code _____

9 Digit Taxpayer Identification Number

Social Security Number _____ - _____ - _____

Federal Employer Identification Number _____ - _____

Business Designation

You may select more than one:

_____ Individual

_____ Sole Proprietorship

_____ Partnership

_____ Estate/Trust

_____ Corporation

_____ Personal Service Corporation

_____ Governmental Entity

_____ Non-Profit Organization

Principle Business Activity

List type of Service or Product Provided _____

Under penalties of perjury, I declare that the information provided is true, correct, and complete, to the best of my knowledge and belief.

Name and Title (Print or Type) _____

Signature _____ Date _____

