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

SUFFOLK
PUBLIC SCHOOLS

June 15, 2026

To All Interested Parties:

Subject: RFP 1965-P , Plan Providers, 403(b) and 457(b) Plans

The Suffolk City School Board (School Board) is requesting proposals from interested parties to provide **Plan Providers** for 403(b) and 457(b) accounts 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. Proposals may be submitted through the eVA portal or delivered in a sealed envelope or package **clearly marked with RFP 1965-P, Plan Providers for 403(b) and 457(b) Plans** on or before 2:00 p.m. **Monday, June 29, 2026.** 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. Proposals not sent through eVA must be delivered to:**

Linda Bates, NIGP-CPP, VCO, VCA
Suffolk Public Schools
Department of Purchasing
100 North Main Street, 2nd 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(s) 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.

If you have any questions concerning this Request for Proposal, submit them in writing to Linda Bates at lindabates@spsk12.net **no later than noon on Wednesday, June 24, 2026.** Questions will be answered in the form of addenda which will be posted on the eVA and Suffolk Public Schools websites and will become a part of the contract.

Issued by: Linda Bates

Linda Bates, NIGP-CPP, VCO, VCA
Coordinator of Purchasing

Enclosures

SECTION I
SCOPE OF SERVICES

It is the intent of the Suffolk School Board to establish a contract with a qualified vendor to provide **Plan Providers** for 403(b) and 457(b) Regulations. **Preferred Providers,** if your company is not a preferred provider that annuity company should pay all surcharges directly to OMNI.
**We have (1) current company that we pay per head due to not being a preferred provider.*

- **Preferred Providers** The current TPA charges us $1,500 per year (or current rate) to cover any preferred providers they name. Any provider that is not a preferred provider will pay the additional $36 (or current rate) per participant, per year for a provider to participate in OMNI. Consideration is given for being an OMNI preferred provider.

The following companies are currently approved to provide 403(b) and 457(b) services for our employees as a result of a Request for Proposal which is in effect until June 30, 2026:

Corebridge Financial
Horace Mann
Lincoln Financial (OSAIC)
VOYA

*We are open to other companies that can provide **Plan Providers** for 403(b) and 457(b)

Suffolk Public Schools currently has approximately 2400 full-time employees eligible for these benefits, with 378 currently participating. The Successful Offeror shall provide the following minimum services.

SECTION II
GENERAL REQUIREMENTS

Directions: As a part of this section the attached fee schedule spread sheet needs to be completed. A **prospectus will be deemed a non-response.**

Investment Options
Provide a complete description of investment option that your company provides the district employees:

A. Fixed Annuities, Variable Annuities, Mutual Funds, etc.

   a. Are ESG or socially responsible investments an option

   b. Are low-cost index funds an option

Fee Transparency and Reasonableness

The District places a high priority on **minimizing participant costs**.

Respondents must fully disclose **all fees**, including but not limited to:

A. Investment-Level Fees (by product)

For each investment option available to participants, disclose:

- Product name, type, and share class (mutual fund, annuity subaccount, collective structure, etc.)
- **Gross and net expense ratio**
- Any wrap, platform, or overlay charges
- Revenue sharing (12b-1, sub-TA, shareholder servicing) and how it is applied or retained
- For annuity products: M&E charges, administrative fees, and rider costs

B. Participant Account-Level Fees

Disclose all participant charges, including:

- Asset-based administrative fees
- Fixed or per-participant fees
- Transaction-based charges (distributions, exchanges, etc.)
- Surrender charges or contingent deferred sales charges, if applicable

C. Provider and Affiliate Compensation

Disclose **all direct and indirect compensation** paid to:

- the provider,
- affiliated entities,
- representatives or agents,
- or any third parties, including commissions, trails, service fees, marketing allowances, or other remuneration tied to participant accounts.

Requirement: Fees must be expressed in **basis points and dollar equivalents**, illustrated at **$10,000, $50,000, and $100,000** account balances.

All fees must be expressed clearly in dollar and percentage terms.

Fee Benchmarking

Respondents shall demonstrate that their total participant costs are **competitive and reasonable relative to comparable public-sector plans** and must identify any lower-cost share classes or fee-leveling arrangements available to the District.

Provide 1, 3, 5, and 10 year performance data (net of fees)

Advisor Access and Conduct Standards

Respondents must describe the qualifications and roles of agents, advisors, or representatives who will interact with District employees.

At a minimum, Respondents must:

1. Clearly disclose whether representatives act in a **fiduciary or non-fiduciary capacity**;
2. Prohibit misleading, coercive, or product-exclusive sales practices; and
3. Comply with all District policies governing on-site or virtual employee interactions.

Participant Education and Support

Respondents provide:

A. Ongoing participant education on investment options, fees, and Roth vs. pre-tax elections
   a. On-site Workshops
   b. Virtual Seminars
   c. One-on-one consultations

B. Access to enrollment assistance and account support

C. Clear disclosures explaining distribution rules and tax or penalties consequences

D. Multilingual advisors or support to employees

E. Marketing plan to promote staff member enrollment into a 403b and/or 457b plan **ONLY** and in coordination with the Benefits Department of Suffolk Public Schools.
   a. Specified marketing related to hybrid VRS employees
   b. Specified marketing for professional and non-professional employees

F. Initial marketing materials expected to be ready for distribution by August 5, 2026.

G. Regulatory compliance of how your company works with the TPA works and in turn partners with the employee.
   a. How will you educate the employee about this process?

Respondents must provide **sample education materials**. Include material for individual employees and material for group settings.

Participant Experience

Respondents must provide description and explanation of employee experience

A. Describe your company's online enrollment system

B. Describe a participant's account access and useability:

1. Mobile application

2. Online account management

a. Beneficiary Management

3. Where are your agents and representatives located? Are they within a 50 mile radius of 23434?

a..If outside of a 50 mile radius to 23434 what is the expectation to work with staff members in person?

4. Approved representative list, **up to 2**, will be required

a.Suffolk Schools holds the right to refuse any representatives at any time and/or remove them from the representative list.

b.Suffolk Schools requires notification of any representative that leaves your vendor group.

c.Background checks are required for all representatives prior to entry into any Suffolk Schools building regardless of an agent/representative being on property in the past.

SECTION III

PROPOSAL REQUIREMENTS

On December 29, 2022, the SECURE 2.0 Act of 2022 ("SECURE 2.0") was signed into law. SECURE 2.0 included several significant changes to the Internal Revenue Code provisions that govern 403(b) & 457(b) plans. One of the more significant changes, which became effective on January 1, 2026, is the requirement that all age-based catch-up contributions be made on a Roth (post-tax) .

RFP Requirement: Roth Contributions and Mandatory Roth Catch-Up Compliance

Roth Contribution Capability and SECURE Act 2.0 Readiness

The District requires that the investment provider support **Roth elective deferrals within a 403(b) plan and 457(b)**, including full compliance with the **SECURE Act 2.0 mandatory Roth catch-up contribution requirements** applicable to certain participants.

The provider must affirmatively demonstrate that it:

A. Offers **Roth 403(b) and 457(b) deferral accounts** as part of its standard product offering; and

B. Is operationally capable of **supporting mandatory Roth catch-up contributions** for eligible participants, as required under Section 603 of the SECURE Act 2.0 for participants whose prior-year FICA wages exceed the applicable statutory threshold.

Automatic Roth Account Establishment

To ensure compliance and continuity of participant contributions, the provider must be able to:

1. **Automatically establish a Roth deferral account** for any employee who participates in a Pre-tax 403(b and 457(b) and becomes subject to mandatory Roth catch-up contributions under SECURE Act 2.0, without requiring a separate affirmative election or application by the participant; and
2. Accept and properly allocate catch-up contributions as Roth contributions when payroll indicates the employee is subject to the mandatory Roth catch-up requirement.

Operational and Administrative Coordination

The provider must demonstrate the ability to:

A. Coordinate effectively with the District's payroll team and Third-Party Administrator (TPA), to keep participants compliant that are subject to mandatory Roth catch-up treatment based on prior-year wages;

B. Prevent rejection, suspension, or delay of contributions solely due to a participant's failure to previously establish a Roth account; and

C. Support a compliant transition for participants moving from pre-tax contributions to Roth catch-up contributions when required by law.

Required Vendor Response

Vendors must clearly describe:

B. **Current Roth 403(b) and 457(b) capabilities**, including whether Roth is available for all eligible participants.

C. **Procedures for automatic Roth account creation** when a participant becomes subject to mandatory Roth catch-up requirements.

D. **System readiness and implementation timeline** for SECURE Act 2.0 Roth catch-up compliance, including any limitations applicable to governmental 403(b) and 457(b) plans.

E. **Experience supporting mandatory Roth catch-up contributions** for public sector or K-12 employers, if applicable.

Failure to meet these requirements may result in the proposal being deemed non-responsive.

PAYROLL, TPA, AND DATA INTEGRATION

Respondents must have the ability to:

A. Accept standardized payroll contribution files from the TPA;

B. Coordinate seamlessly with the District's designated Third-Party Administrator; and

C. Reconcile deferrals, contribution sources, and Roth/pre-tax classifications accurately.

IMPLEMENTATION AND TRANSITION PLAN

Respondents must explain the transition if chosen:

D. Provide a transition period;

E. Provide sample documentation that will need to be executed by the district; and

F. Provide a sample communication to address the changes to employees.

REFERENCES AND CASE STUDIES

Respondents must demonstrate the company's performance:

G. Provide at three (3) Virginia public schools references;

H. Include contact information for comparable districts; and

I. Provide white paper or examples of cost savings in other plans.

COMPLIANCE, REPRESENTATIONS, AND CERTIFICATIONS

Respondents must certify that they:

- Are authorized to do business in the State of Virginia;
- Will comply with all applicable federal, state, and local laws governing public-sector retirement plans;
- Describe cybersecurity protections and data privacy safeguards;
- Provide SOC 1/SOC 2 audit reports;
- RTO/RPO Metrics, along with business continuity and disaster recovery plan; and
- Will cooperate with audits, compliance reviews, and corrective actions if required.

SECTION IV
EVALUATION CRITERIA

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

1. Rates Proposed, Payouts, Percentages of Growth (Return), Fees, Surrender Penalties defined clearly, and Services Provided. **40 Points**
2. Qualifications and experience of the organization and their ability to provide the services described in this request for proposal. **15 Points**
3. Consultation services, available resources, controls, communications, and fee schedules. **15 Points**
4. Omni preferred provider. **10 Points**
5. References provided. **10 Points**
6. Value and completeness of the proposal as a whole. **10 Points**

SECTION V
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 VI
SELECTION OF OFFEROR

The School Board will use the competitive negotiation process in selecting the offeror(s) to provide this service. The proposal, as submitted, will be evaluated by the School Board. **One or up to three 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. 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.

A. During negotiations, the selected firm(s 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.

B. 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.

C. Request additional information or clarification;

D. Nothing in this RFP shall limit the District's authority to approve and add no-service, no-load investment providers independent of this procurement process; and

E. Select one or more providers in the best interest of District employees

F. Notice of Award for this solicitation shall be in writing to the successful offeror and posted on the Suffolk Public Schools website and Bid Board at 100 N. Main Street, Second Floor, Suffolk VA 23434.

G. The School Board reserves the right to negotiate the terms of this contract on an annual basis in o order to maintain a fair market value and to take advantage of any technological advances during the life of the contract.

SECTION VII
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(s) 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 date of award and continue through June 30, 2027 after which this agreement may be extended for four (4) 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 May 1st of any given year. The School Board may approve a price increase for each subsequent year. The request shall be presented in writing by April 1st 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 equipment and services as needed to meet the intent of the RFP and, due to the nature of this procurement, to negotiate for additional time past expiration in order to provide for the continuation of services during the re-solicitation process should that become necessary. Suffolk Public Schools may also add, delete, or modify locations as needed for the duration of this agreement.

F. **TERMINATION:** The School Board Offeror may terminate the Agreement upon thirty (30) 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 follow 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. **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.

Y. **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 any such change in coverage.

Z. **RIGHT TO RENEGOTIATE** - Suffolk Public Schools reserves the right to renegotiate any and all terms and conditions of this agreement including pricing and any incentives that may be a part of this agreement on an annual basis on or before the renewal date.

AA. **SCC ID NUMBER:** In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or

Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non- registration. The SCC may be reached at (804) 371-9733 or at www.scc.virg inia.gov /default.aspx .Failure to include this information with your submittal may result in rejection of your proposal.

SCC ID Number

BB. **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. (https://www.fsa.usda.gov/Internet/FSA_File/ad1047.doc)

The Vendor certifies that neither the Vendor or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Vendor specifically covenants that neither the Vendor nor its principals; the subcontractors or their principals; norm the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA") or the Commonwealth of Virginia as found on the EVA site. By responding to this solicitation, the Vendor is certifying they are in "Good Standing".

CC. **PROPRIETARY INFORMATION** – Proposers reserve the right to mark items as proprietary and request that trade secrets be protected. It is the responsibility of the proposer to clearly mark information as proprietary at the time of submission.

DD. **BYRD ANTI-LOBBYING** - The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than $100,000. Any vendor whose contract award is for more than $100,000 must complete a Certification Regarding Lobbying form. This signed certification statement will be kept in the bid file. A copy of the required form can be found here:

(https://forms.sc.egov.usda.gov/efcommon/eFileServices/eFormsAdmin/SF-LLL_9707V01.pdf)

EE. **CLEAN AIR AND WATER CERTIFICATION** - Upon award, the selected proposer/proposers may be required to complete the certification found in Attachment 4. Proposers may pre-fill this out if they wish and submit with their submission, but may be required upon or prior to award.

SUFFOLK
PUBLIC SCHOOLS

Department of Purchasing

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

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 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 crime of moral turpitude that is not set forth in the definition of barrier 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 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 _____

EMAIL 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 II-PRODUCT GRID PAGE 1

Company Name		
Investment Product Name		
Guaranteed interest Rate (% of Funds)		
Terms for Guaranteed interest rate		
Surrender Period		
Surrender Schedule (%)		
Rolling or Declining		
If Rolling, what is max period?		
Transfer Fee (Max Years)		
Administrative Fees		
Contract Fees		
Participation Rate		
Interest Rate Cap		
Index Options - (IE. S&P500)		
Benefit Sensitive: (Yes or No)		
If so under what		

Company Name	ATTACHMENT II-PRODUCT GRID PAGE 2	
Investment Product Name		
	Answers	Additional Comments
Individual or Group		
M & E Fee		
Annual Contract Fee		
Surrender Charge (%)		
Surrender Charge Period Length (years)		
Rolling or Declining		
If Rolling, what is the maximum surrender period?		
Sub Account Cost: (Highest %)		
Name of this Fund		
Sub Account Cost (Lowest %)		
Name of this Sub Account		
Average Sub Account Cost (%)		
Median Sub Account Cost (%)		
Total # of Sub Accounts		
Total # of Fund Families		
Benefit Sensitive: (Yes or No)		
If so under what circumstances?		

Please provide a fund line-up with total fund expense per fund

ATTACHMENT II - PRODUCT GRID PAGE 3

Company Name		
Investment Product Name		
	Answers	Additional Comments
Front End Load (A Shares)		
B Shares fees		
C Shares fees		
CD Surrender %		
Custodial Account Fee		
Recordkeeping Fee		
12B-1 Fees (Highest %)		
12B-1 Fees (Lowest %)		
Wrap Fee (%)		

Fund Cost: (Highest %)		
Name of this Fund		
Fund Cost (Lowest %)		
Name of this Fund		
Average Fund Cost for all funds offered (%)		
Total # of Funds offered		
Total # of Fund Families offered		

Please provide a fund line-up with total fund expense per fund