



Notice of Addendum No. 2

Issue Date August 30, 2021

**Arlington Public Schools
Procurement Office**

Request for Proposal 08FY22

Request for Proposal Title: Extended Day Child Care Management System

Request for Proposal Number: 08FY22

Request for Proposal Issue Date: July 26, 2021

Pre-Proposal Conference: August 9, 2021 (2:00 P.M. Local Prevailing Time)

Proposal Due Date/Time: September 3, 2021, No Later than 11:59 P.M. (EST)

Procurement Office Representative: Kimberly Young, CPPB
Senior Procurement Specialist
(703) 228-7643, kimberly.young@apsva.us

The following information is provided to help Offerors submit a Proposal in response to RFP 08FY22. Changes made to the RFP are indicated in **red**.

- Q1.** Our current insurance carrier does not offer a 45-day cancellation policy (only 30 days). Although we have no intention of letting our policies lapse, would you accept 30 days instead of 45 days?
- A1.** **Yes. See attached revised Contract Terms and Conditions, Section 53. Insurance Requirements, and revised Appendix D, Insurance Checklist.**

53. Insurance Requirements

A. Overview

During the term of this Contract, Contractor shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the Owner, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require Contractor to change their insurance to an insurer that has the minimum required AM Best rating. This right can be exercised at any time, this insurance requirements set forth in the Agreement Documents remain applicable. If the AM Best rating changes to a rating under A- during the Agreement Contractor is required to notify APS

in writing immediately upon discovery and change the insurance to an approved insurance company that meets the AM Best rating of A- immediately.

3. Contractor must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible or self – insurance program. If, in its discretion, APS is not satisfied as to Contractor’s financial capacity to meet its obligations under a proposed deductible or self – insurance program, Contractor shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by Contractor to ensure protection for APS.

B. Certificates of Insurance & Additional Insured Status:

1. Contractor is required to provide a Certificate of Insurance by endorsement that names Arlington County School Board, including elected and appointed officials, agents and employees as additional insureds for all contracts of insurance.
2. If the insurance policy represented by the Certificate of Insurance requires an endorsement in order to add Arlington County School Board including elected and appointed officials, agents and employees as an additional insured, then such endorsement must accompany the Certificate of Insurance.

C. Termination & or Augmentation of Insurance Policies:

All required insurance policies must be endorsed to provide that the insurance company shall give ~~forty-five (45)~~ **thirty (30) days written notice** to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before commencing the Work, Contractor shall provide APS with a copy of each policy which it and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. Contractor’s terminating or augmenting any insurance policy without giving APS ~~forty-five (45)~~ **thirty (30) days’ notice** will be in direct violation of the terms and conditions of the Contract.

D. Insurance Required by The Contract:

Casualty Insurance:

1. **Commercial General Liability occurrence-based insurance:**
Commercial General Liability occurrence-based insurance for Contractor shall be in place before the agreement starts. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall include coverage for explosions, collapse, and underground utilities. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents and employees.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial General Liability	\$2,000,000	\$4,000,000

2. **Worker's Compensation and Employer's Liability Insurance:**
Worker’s Compensation and Employer’s Liability Insurance is mandatory for Contractor’s employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. Instructure Inc shall require each of its Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractor’s employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the

Worker's Compensation laws in Virginia, Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Worker's Compensation	Statutory Limit	Statutory Limit
Employer's Liability	\$100,000	\$100,000

3. **Cyber Liability Insurance:**

Cyber Liability insurance shall be in place for Contractor and all of its subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Cyber Liability	\$4,000,000	\$6,000,000

4. **Professional Liability:**

Professional and/or Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Professional Liability and/or Miscellaneous Errors and Omissions	\$1,000,000	\$1,000,000

5. **Automobile Liability:**

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Entity and all of its Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Automobile Liability, Owned/Hired/Non-Owned Vehicles	\$1,000,000 BI/PD, Uninsured Motorist	\$2,000,000 BI/PD, Uninsured Motorist

E. Receipt of Certificates of Insurance:

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of Contractor's receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. Contractor shall not allow any Subcontractor to commence work on its subcontract until all insurance required of the Subcontractor has been obtained and approved by Contractor and found to be in accordance with the requirements set forth herein. The Entity certifies by commencement of the Work that its insurance and that of all Subcontractors then under contract is in effect and meets the requirements set forth herein. Copies of Subcontractor insurances shall be kept on file and made available to APS upon request.

F. Use of Excess / Umbrella Liability Insurance:

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS' Risk Manager and its use can be denied based on that review.

G. Contract Identification:

All certificates of insurance shall state the Contract number and title.

Appendix D

Insurance Checklist

Certificate of Insurance must show all coverage and endorsements indicated by "X"

Coverages Required			Limits Per Occurrence (Figures Denote Minimums)	Aggregate Limits (Figures Denote Minimums)
X	1	Workers' Compensation	Statutory limits of Virginia (if applicable)	Statutory limits of Virginia (if applicable)
X	2	Employer's Liability	\$100,000	\$100,000
X	3	Commercial General Liability (CGL)	\$ 2,000,000 CSL BI/PD	\$4,000,000 CSL BI/PD
X	4	Premises and Operations	Premises and Operations coverage must be shown to be covered on the Contractor's General Liability Certificate of Insurance.	
X	5	Completed Operations	Completed Operations coverage must be shown to be covered on the Contractor's General Liability Certificate of Insurance.	
	6	Independent Contractors	Independent Contractors coverage must be shown to be covered on the Contractor's General Liability Certificate of Insurance.	
X	7	Contractual Liability	Contractual Liability coverage must be shown to be covered on the Contractor's General Liability Certificate of Insurance.	
X	8	Automobile Liability, Owned/Hired/Non-Owned Vehicles	\$1,000,000 BI/PD, Uninsured Motorist	\$2,000,000 BI/PD, Uninsured Motorist
X	9	Independent Contractors & Subcontractors	Subcontractor's Commercial General Liability Insurance - \$2,000,000 per occurrence limit coverage with \$4,000,000 general aggregate. The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor's Commercial General Liability Insurance in amounts that are the same as the Contractor.	
X	10	Professional Liability	\$1,000,000	\$1,000,000
X	11	Cyber Liability Insurance	\$4,000,000	\$6,000,000
X	12	Carrier Rating shall be Best's Rating of A- or better or its equivalent		
X	13	Notice of Cancellation, nonrenewal or material change in coverage shall be provided to APS at least 45 30 days prior to action		
X	14	APS shall be an Additional Insured on all policies except Workers Compensation,		
X	15	All Certificates of Insurance shall show the Contract Number and Title		
X	16	Hold Harmless wording is present.		

Insurance Agent's Statement:

By signing below, I confirm that I have reviewed the above coverage requirements with the Offeror named below and have advised the Offeror of coverage requirements that are provided through this agency, as well as, those coverage requirements that are not provided through this agency.

Agency Name: _____ Auth. Signature: _____

Offeror's Statement:

If awarded the Contract, I will comply with contract insurance requirements.

Offeror Name: _____ Auth. Signature: _____

Addendum No. 2 must be signed, dated and submitted via the secure cloud based file sharing Platform specified in the RFP prior to the Proposal Due Date/Time stated above OR acknowledgment of receipt of this Addendum may be noted in the space provided on Page 2 of the RFP.

Name of Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Issued By:

Kimberly Young, CPPB

Senior Procurement Specialist

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