COMMONWEALTH OF VIRGINIA

###### COUNTY OF HENRICO



**RFP #16-1133-2CS**

DEPARTMENT OF FINANCE

CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

April 27, 2016

**REQUEST FOR PROPOSAL**

 **ANNUAL CONTRACT FOR DEFERRED COMPENSATION PLAN**

**INVESTMENT MANAGEMENT AND CONSULTING SERVICES**

**COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide deferred compensation plan investment management and consulting services in accordance with the enclosed specifications. The submittal, consisting of the **original proposal**, **seven (7) additional copies** marked “Annual Contract for Deferred Compensation Plan Investment Management and Consulting Services”, and **one electronic copy of the proposal saved to a flash drive** will be received no later than **2:30 p.m., May 26, 2016** by:

**IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE**

**County of Henrico County of Henrico**

**Department of Finance Department of Finance**

**Purchasing Division OR Purchasing Division**

**8600 Staples Mill Road 🡨 NEW ADDRESS P.O. Box 90775**

**Henrico, Virginia 23228 Henrico, Virginia 23273-0775**

**This RFP and any addenda are available on the County of Henrico Purchasing website at** [**http://henrico.us/purchasing/**](http://henrico.us/purchasing/) To receive an email copy of this document, please send a request to: **sto05@henrico.us**

Any proposal received after **2:30 p.m., May 26, 2016** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division Office, Department of Finance. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Department of Finance, Purchasing Director.

Technical questions concerning this Request for Proposal should be submitted to **Cecelia Stowe,** **sto05@henrico.us** **no later than May 9, 2016.**

 Very truly yours,

Cecelia H. Stowe, CPPO, C.P.M.

 Purchasing Director

 Sto05@henrico.us

 804-501-5685

8600 Staples Mill Road/P.O. Box 90775/Henrico, Virginia 23273-0775

(804) 501-5660 Fax: (804) 501-569

**REQUEST FOR PROPOSAL**

**ANNUAL CONTRACT FOR DEFERRED COMPENSATION PLAN**

**INVESTMENT MANAGEMENT AND CONSULTING SERVICES**

**COUNTY OF HENRICO, VIRGINIA**

**I. PURPOSE:**

This Request for Proposal (RFP) seeks investment management and consulting services for the deferred compensation plans sponsored by (1) the Henrico County Board of Supervisors for General Government employees and (2) the Henrico County School Board for employees of Henrico County Public Schools (HCPS).  For purposes of this RFP, the Henrico County Board of Supervisors and the Henrico County School Board will hereafter be referred to as the “County.”

Two plan administrators, ICMA – RC and VOYA, currently administer Section 457 plans for General Government employees. A single plan administrator, VALIC, currently administers a Section 403 tax-sheltered annuity program and a Section 457 plan for HCPS employees.

All three plan administrators provide plan administration and education services as well as select the plans’ investment options available to employees. The County has issued a separate Request for Proposals to obtain plan and administration services for its deferred compensation plans beginning January 1, 2017. Therefore, this RFP seeks to obtain the services of an investment manager that will be solely responsible for researching and selecting the investment options to be offered to participants in the various plans beginning January 1, 2017. The investment manager will assume all fiduciary responsibility and risk for researching, selecting, and monitoring the performance of the investments to be offered to employees in the County plans. The County’s role will be limited to consulting with the Successful Offeror about the investment options selected by the Successful Offeror and monitoring the performance of the Successful Offeror under the contract.

While the County is not subject to ERISA, the County seeks the type of investment management services that would be offered if § 3 (38) of ERISA were applicable.

In addition, this RFP seeks consulting services as needed in accordance with the following Scope of Work.

The County will select one Offeror to provide investment management and consulting services for all of its deferred compensation plans. However, because General Government and HCPS have separate deferred compensation plans, the County will execute separate contracts for the General Government and HCPS plans.

**II. BACKGROUND:**

Henrico County is located in the Commonwealth of Virginia with a population over 315,000. In Virginia, cities and counties do not overlap, and the County performs a wide array of services that include education through a public school system, public safety, public utilities, human services, public works, recreation, parks and libraries.

Since July 2013, SageView Advisory Group (SageView) has provided deferred compensation consulting services for General Government and Henrico County Public Schools (HCPS). Sageview’s services do not include plan administration, employee education, or investment selection and management. The deferred compensation consulting contract with SageView will expire June 30, 2016.

SageView is assisting the County with the procurement of one or more recordkeeping/administration and communication/education services contractors under RFP#15-1045-9CS issued on November 6, 2015. It is the County’s intent to execute one or more contract(s) no later than June 30, 2016 for such services to begin January 1, 2017. This lead time is deemed necessary for the new plan administrators to coordinate the implementation of the new investment options selected by the Successful Offeror for this RFP.

 **General Government:**

Henrico County General Government (HCGG) offers a Section 457 deferred compensation program to over 4,000 eligible employees; over 1,400 employees actively contribute. Over 2,100 employees and former employees have deferred compensation accounts. Total plan assets are over $130,000,000.

 **Schools:**

HCPS offers a Section 403(b) and a Section 457(b) program to over 9,200 eligible employees at 73 sites; over 2,600 actively contribute. Over 3,500 employees and former employees have a tax-sheltered annuity program. Total plan assets are over $90,000,000.

**III. SCOPE OF SERVICES:**

The Successful Offeror shall provide all supervision, labor, material and equipment necessary to provide the following:

1. Investment Management Services
	1. Develop and maintain an Investment Policy Statement that clearly defines the

 investment guidelines and the expectations of the investment manager.

a. The Investment Policy Statement should describe a prudent investment program that will allow plan participants to structure an investment strategy that meets their individual return objectives and risk tolerance.

b. Update the Investment Policy Statement and other related documents in a timely manner.

* 1. Assume all fiduciary responsibility and risk for selecting the investments to be offered in the County plans.

a. Provide investment management services as if § 3(38) of ERISA applies in making fund selections as a plan fiduciary. The County will provide the Successful Offeror information regarding the current investment fund options.

b. Assume sole fiduciary responsibility for the selection, monitoring, and replacement of plan investment options. The County’s role will be limited to consulting with the Successful Offeror about the investment options selected by the Offeror. The County as Plan Sponsor will have no responsibility for the Investment Manager’s fiduciary decisions.

c. Provide investment management services solely in the interest of plan participants and their beneficiaries.

d. Ensure the process of evaluating, selecting, and de-selecting investment options is performed without any conflict of interest or any appearance of conflict of interest. The investment manager must document the basis for decisions selecting or de-selecting portfolio offerings.

e. Offerors should provide a sample Investment Policy Statement that it uses for deferred compensation plans of size and scope similar to the County’s plans.

* 1. Follow the established Investment Policy Statement.
1. Consulting services for Deferred Compensation Plans. The Successful Offeror shall ensure that the following consulting services will not create any conflicts of interest with its investment selection and management services under this contract.
2. Evaluate current programs, recommend improvements, and provide expert advice.
	1. Evaluate the effectiveness of deferred compensation programs for General Government and for Schools using industry standard benchmarks, reports, metrics and analysis.
	2. Meet in person and at least quarterly with designated County and School staff to present analysis of key operational and plan components of their respective programs. Quarterly meetings may be held separately with each group. This analysis shall include, but not be limited to, best practices, fund performance, fee schedule, employee participation, employee experience, communications, compliance, and implementation processes.
	3. Provide expert advice on plan operations and compliance.
	4. Recommend program and educational strategies to improve employee participation and success.
	5. Recommend operational practices to improve administration and employee experience.
	6. Provide additional consulting services to ensure that General Government and Schools personnel are fully informed as to the operation of their respective deferred compensation programs.
		* 1. Provide consulting services for County procurements of services other than investment selection and management, as requested.
	7. Assist staff with RFP development.
	8. Participate in all meetings with offerors, including pre-proposal conference, oral interviews, and negotiation meetings.
	9. Guide RFP selection committees through the proposal evaluation process.
	10. Assist with negotiations to ensure competitive, transparent fees are obtained.
	11. Collaborate with staff to develop and complete the contract with the Successful Offeror.
	12. Recommend contract implementation strategies and provide guidance for program implementation.
	13. Assist in implementation of new plans.
	14. Serve as liaison with the Successful Offeror in those procurements, as needed.
	15. Collaborate with County staff to prepare and complete contract renewals.
3. Include in the RFP response any other duties that the Offeror believes are necessary to ensure that General Government and Schools are fully informed as to the operation of their deferred compensation programs and the Successful Offeror’s performance of its fiduciary responsibilities.
4. Transfer of Records at Future Cancellation: The Successful Offeror agrees to furnish all data and records necessary to administer the County’s deferred compensation plans to any new investment management or consulting services firm upon termination of this contract within thirty (30) days of receiving written notification of contract termination.

**IV. ANTICIPATED SCHEDULE:**

The following represents a tentative outline of the process currently anticipated by the County:

* Request for Proposals distributed April 27, 2016
* Deadline for submission of questions May 9, 2016
* Receive written proposals 2:30 p.m., May 26, 2016
* Conduct oral interviews/negotiations June 2016
* Contract effective date July 1, 2016

**V. COUNTY RESPONSIBILITIES**:

Henrico County will designate individuals to act as Project Managers for all work performed under this contract. The Project Managers shall coordinate the work, and shall have the authority to make decisions in writing binding their respective employers on matters within the scope of the contract.

**VI. GENERAL CONTRACT TERMS AND CONDITIONS:**

1. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

 **B. Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.

1. The Contract resulting from this RFP is not assignable.
2. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/purchasing/>

 **C. Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

**D. Compensation**

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

**E. Controlling Law and Venue**

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

**F. Default**

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County’s notice of default.

2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

**G. Discussion of Exceptions to the RFP**

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate “Exceptions to RFP” section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

**H. Drug-Free Workplace to be Maintained by the Contractor** (Va. Code § 2.2-4312)

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 on 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, so that the 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 the Virginia Public Procurement Act, 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.

**I. Employment Discrimination by Contractor Prohibited**

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

**K. Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County’s sole negligence.

**L. Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment A).**

**M.** **No Discrimination against Faith-Based Organizations**

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

**N. Offeror's Performance**

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.

2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.

4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

**O. Ownership of Deliverable and Related Products**

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.

3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

 **P. Record Retention and Audits**

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror’s proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror’s copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror’s normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror’s records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**Q. Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**R. Small, Women-Owned and Minority-Owned (SWAM) Businesses**

The County welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the County. The County actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals.

All solicitations are posted on the County’s Internet site.

[http://www.henrico.us/purchasing/](http://www.co.henrico.va.us/purchasing/)

**S. Subcontracts**

1. No portion of the work shall be subcontracted without prior written consent of the County.  In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors.  The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

2.  The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises.  For assistance in finding subcontractors, contact the Supplier Relations Manager (804-501-5689) or the Virginia Department of Small Business & Supplier Diversity (SBSD)  [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

**T. Taxes**

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.

2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**U. Termination of Contract**

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.

1. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

**V.** **County License Requirement**

If a business is located in Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

1. **Environmental Management**

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations.  The Successful Offeror is required to abide by the County’s Environmental Policy Statement:

[http://www.henrico.us/pdfs/hr/risk/env\_policy.pdf](http://www.co.henrico.va.us/pdfs/hr/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

**X. Safety**

1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract.

The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror’s personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

**Y. Authorization to Transact Business in the Commonwealth**

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. **(Attachment D**) Any 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 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.

5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

**Z. Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor:

(a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

1. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
2. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
3. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
4. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
5. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**AA. Contract period:**

1. The contract period shall be from July 1, 2016 through a two year period. Contract prices shall remain firm for the contract period.

2. The contract may be renewed for 3 additional one-year periods upon the sole discretion of the County at a price not to exceed 3% above the previous year's prices.

3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of five (5) years.

 **BB. Contact with Students**

Offerors shall certify that any of their employees who will provide services under the Contract resulting from this procurement and will be in direct contact with Henrico County Public School students: (1) 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 (2) such person has not been convicted of a crime of moral turpitude. Offerors shall cause any of their subcontractors to provide the same certification described herein with regard to the subcontractors’ employees.

**Henrico County cannot award a contract to an Offeror that does not complete the Attachment E as part of their proposal/submission.**

**CC. Conduct**

1. Fraternization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

**DD. Tobacco-Free Requirement:**

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

**VII. PROPOSAL SUBMISSION REQUIREMENTS**:

1. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
2. All erasures, interpolations, and other changes in the proposal shallbe signed or initialed by the Offeror.
3. The Proposal Signature Sheet **(*Attachment B***) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
	1. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
	2. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
	3. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
	4. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
	5. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.
5. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
6. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
7. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
8. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved.  Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal **no later than May 9, 2016 in writing**.  Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative.  **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
9. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VIII. PROPOSAL RESPONSE FORMAT**:

1. Offerors shall submit a written proposal that present the Offeror’s qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
2. The Offeror should include in their proposal the following:

 1. Table of Contents – **All Pages are to be numbered**

 2. Introduction

 Cover Letter-on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

 Insurance Specifications – **Attachment A**

 Proposal Signature Sheet – **Attachment B**

 Proprietary/Confidential Information – **Attachment C**

 Virginia State Corporation Commission Identification Number – **Attachment D**

Bid/Proposal Response- **Attachment E**

3. Executive Summary – Offerors should address each section of the Scope of Services Section III Pages 3 to 5 with an indication of the response. Offerors shall identify any exceptions, referenced to the paragraph number, in a separate section of their RFP proposal response titled “Exceptions”.

4. Qualifications – Offerors are to provide a complete response to the following:

* + - * 1. For how many deferred compensation plans does your firm exercise full authority to research, select, and de-select plan investment options for participants? Please indicate the number of plans, the total number of participants in those plans, the total amount of assets held by those plans. In addition, please indicate for how many of those plans has your firm expressly assumed fiduciary responsibility in accordance with section 3(38) of ERISA? Please indicate the number of participants and assets held in the five largest deferred compensation plans operated under Section 403 or Section 457 of the Internal Revenue Code.
				2. Describe your firm’s qualifications to research, select, and de-select investment options for deferred compensation plans.
				3. Please provide the number of years your firm has been in business and has provided services to research, select, and de-select plan investment options for deferred compensation plans.
				4. Explain your understanding of the services required by the County and your firm’s acceptance of fiduciary responsibilities if awarded the contract.
				5. Discuss your firm’s investment philosophy and methodology for researching, selecting, and de-selecting investment options for deferred compensation plans.
				6. Discuss your firm’s qualifications and experience in providing consulting services for deferred compensation plans apart from researching, selecting, and de-selecting investment options for both public and private deferred compensation plans.
				7. Who within your firm would be responsible for providing the services required by this RFP? Please provide their resumes as part of your proposal submission. Does your firm, its employees, or any affiliated or related entities currently derive any economic benefit from any investment options, firms, or service providers that your firm recommends or selects for deferred compensation plans? Does your firm receive any 12b-1 fees or other compensation or revenue share from any investments that are included in any deferred compensation plan to which your plan provides services?
				8. Provide an Investment Policy for a deferred compensation plan offered by an employer similar in size to the County.
				9. Provide a sample of reports of the performance of plan investment options that you have provided to other deferred compensation plans for which your firm has researched, selected, and de-selected investment options for plan participants.
				10. Describe whether and how your firm would include any investment options offered by your firm in the deferred compensation portfolio offered to participants.
				11. How often would your firm review the County’s deferred compensation plan investments for their performance, in both absolute terms and in comparison to their peers?
				12. Will the County and plan participants be able to review the performance of the plan investment options selected by your firm on a secure website provided by your firm?
				13. Provide a full list of all consulting services other than the research, selection, and de-selection of investment plan options offered by your firm for deferred compensation plans.
				14. Provide the location of the office or offices that will provide services to the County under this contract.
				15. Has your firm been involved as a defendant in any litigation or is there any pending litigation arising out of your performance in providing services to deferred compensation plans?
				16. In the last 5 years, have any clients terminated their contracts with your firm for services to deferred compensation plans?
				17. The County wishes to offer the option of self-directed investment to deferred compensation plan participants. What would be the role of your firm for participants who wish to self-direct their investments?

 5. Fees

 Investment Management Services

* + - * 1. What would be your total annual fee or compensation formula for researching, selecting, and de-selecting the investment options for the County’s deferred compensation portfolio plans?
				2. What would your firm’s fee be for the development of a County Investment Policy Statement and the provision of quarterly Asset Allocation Analyses to the County?
				3. Will financial management fees be paid out of plan assets? If so, how will they be calculated and charged?

Deferred Compensation Services

* + - * 1. How would your firm charge for consulting services for the County’s deferred compensation plans described in this RFP?

**IX. PROPOSAL EVALUATION/SELECTION PROCESS**:

**A**. Offerors are to prepare a written response, which presents the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be concise yet specific in presenting their qualifications.

1. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

|  |  |
| --- | --- |
| **Criteria** | **Weight**  |
| **Functional Requirements** * Extent to which the proposed solutions satisfy the RFP Scope of Services requirements
* Clearly demonstrated understanding of the services to be performed
 | 30 |
| **Experience and Qualifications of the Offeror*** Financial stability of the firm
* References
* Resumes of proposed staff
* Evidence of credentials/certification of staff assigned
* Experience providing 403 (b) and 457 investment management services and Deferred Compensation Consulting services to public and private sector clients
* Quality of sample Investment Policy Statement
 | 25 |
| **Implementation Services*** Current workload and ability to complete required tasks in a timely manner
* Ease of access for Plan Sponsor to access on-line tools and educational resources
* Availability for quarterly on-site meetings with County
* Reporting and record keeping responsibilities required of Financial Manager
 | 20 |
| **Fees*** Fees for financial management services
* Fees for deferred compensation consulting services
 | 20 |
| Quality of proposal submission/oral presentation | 5 |
| Total | 100 |
|  |  |

1. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, the County shall select the Offeror(s), which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified that the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

**ATTACHMENT A**

**INSURANCE SPECIFICATIONS**

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than “A-“ with a financial rating of at least VII by A.M. Bests or a rating acceptable to the County. In addition, the insurer shall agree to give the County 30 days’ notice of its decision to cancel coverage.

**Workers’ Compensation**

Statutory Virginia Limits and;

Employers’ Liability Insurance - $100,000 for each Accident by employee

 $100,000 for each Disease by employee

 $500,000 policy limit by Disease

**Commercial General Liability - Combined Single Limit**

$1,000,000 each occurrence including contractual liability for specified agreement

$2,000,000 General Aggregate (other than Products/Completed Operations)

$2,000,000 General Liability-Products/Completed Operations

$1,000,000 Personal and Advertising injury

$ 100,000 Fire Damage Legal Liability

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident. If no autos are owned, non-owned coverage can be included as an extension to the general liability.

**Cyber Liability**

 Cyber and Privacy policies to protect County employees from a data breach in which your firm's customers' personal information, such as Social Security or credit card numbers, is exposed or stolen by a hacker or other criminal who has gained access to your electronic network. Coverage shall include credit monitoring services or other protection as reasonably requested. Limit shall be not less than $2,000,000 per occurrence.

**Professional Liability**

 Professional Liability to protect The County against the Professional Errors and Omissions of the contractor. Limit shall be not less than $10,000,000 per occurrence and in the aggregate including coverage for the Manager’s responsibilities to The County as a Fiduciary.

NOTE 1: The commercial general liability insurance shall include contractual liability.  The contract documents include an indemnification provision(s).  The County makes no representation or warranty as to how the Vendor’s insurance coverage responds or does not respond.  Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor’s responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. This insurance shall apply as primary and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers’ compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**Attachment B**

**SUBMIT THIS FORM WITH PROPOSAL**

**PROPOSAL SIGNATURE SHEET**

**Page 1 of 2**

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”).

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

|  |
| --- |
| LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME): |
|  |
| ADDRESS: |
|  |
|  |
| SIGNATURE: |
| NAME OF PERSON SIGNING (print): |
| TITLE: |
| TELEPHONE: |
| FAX: |
| E-MAIL ADDRESS: |
| DATE: |

**ATTACHMENT B**

**Page 2 of 2**

**Company Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **□ Yes □ No**

**Certifications:**

eVA **□ Yes □ No**

NMSDC\* **□ Yes □ No**

WBENC\*\* **□ Yes □ No**

Business Classification Form – Rev. 02/16

**PLEASE SPECIFY YOUR BUSINESS CATEGORY BY**

**CHECKING THE APPROPRIATE BOX(ES) BELOW.**

 **(Check all that apply.)**

**□ SMALL BUSINESS**

 **□ WOMEN-OWNED BUSINESS**

 **□ MINORITY-OWNED BUSINESS**

 **□ SERVICE DISABLED VETERAN**

 **□ NON-SWAM \*National Minority Supplier Development Council or**

 **Affiliate**

 **\*\*Women’s Business Enterprise National Council**

**definitions**

For the purpose of determining the appropriate business category, the following definitions apply:

***"Small business"*** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

***"Women-owned business"*** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

***"Minority-owned business"*** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or historically black college or university as defined in § 2.2-1604, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

***"Service disabled veteran business"*** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

***“Non-SWAM”*** means any category other than small, women-owned or minority-owned (i.e., large, non-or not-for-profit, governmental entity).

**ATTACHMENT C**

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF FIRM/OFFEROR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted.  The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary.  The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.  In addition, a summary of proprietary information submitted shall be submitted on this form.  The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.  If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

|  |  |  |
| --- | --- | --- |
| SECTION/TITLE | PAGE NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
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|  |  |  |
|  |  |  |

**ATTACHMENT D**

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**

**REGISTRATION INFORMATION**

**The Bidder or Offeror:**

□ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **-OR-**

□ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

□ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder/Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offer or’s out-of-state location) **-OR-**

□ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s/Offeror’s current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1‑757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals: □

# ATTACHMENT E

**BID/PROPOSAL RESPONSE**

Name of Bidder/Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pursuant to Va. Code § [22.1-296.1](http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+22.1-296.1), prior to awarding a contract for the provision of services that require the contractor, his employees (or subcontractors) to have **direct contact with students**, the school board shall require the contractor and any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding 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.

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services to the School Board under the resulting Contract (i) will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) will not have been convicted of a crime of moral turpitude. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the Contract.**

 *Signature of Authorized Representative*

 *Printed Name of Authorized Representative*

*Printed Name of Vendor (if different than Representative)*

**Attachment F**

**Plan Information and Background**

**Henrico County Government 457 Plan (Voya)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **6/30/15** | **12/31/14** | **12/31/13** |
| Assets ($) | $50,243,900.91 | $51,111,676.37 | $48,518,041.46 |
| Total # of Participant Accts. | 1,074 | 1,080 | 1,116 |
| Total # Active (currently employed) Participant Accounts | 648 | 712 | 756 |
| Total # Inactive Participant Accounts | 426 | 368 | 360 |
| Employee Contributions ($) | $1,509,697.68 | $2,530,544.36 | $2,363,910.16 |
| Total Distributions ($) | $2,842,942.88 | $4,007,427.09 | $4,702,572.33 |
| Total Loans | N/A – Loans are not permitted in the plan | N/A – Loans are not permitted in the plan | N/A – Loans are not permitted in the plan |

|  |  |
| --- | --- |
|  | **6/30/2015** |
| Stable Value / Fixed Account | Voya Fixed Account / Voya Fixed Plus Account |
| Crediting Rate (Voya Fixed Account) | 4.00%, this is the floor rate |
| Participant Assets in Stable Value / Fixed Account ($) | $12,780,967.70 |
| Crediting Rate (Voya Fixed Plus Account) | 3.00%, this is the floor rate |
| Participant Assets in Stable Value / Fixed Account ($) | $1,676,986.10 |

**Attachment F**

**Henrico County Government 457 Plan (ICMA-RC)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **6/30/15** | **12/31/14** | **12/31/13** |
| Assets ($) | $79,409,838.54 | $77,571,831.19 | $74,396,318.86 |
| Total # of Participant Accts. | 1,122 | 1,129 | 1,139 |
| Total # Active (currently contributing) Participant Accounts | 698 | 709 | 720 |
| Total # Inactive Participant Accounts | 424 | 420 | 419 |
| Employee Contributions ($) | $1,603,325.76 | $3,143,978.53 | $3,154,336.94  |
| Total Distributions ($) | $675,783.02 | $4,163,101.18 | $3,144,408.83 |
| Total Loans | N/A – Loans are not permitted in the plan | N/A – Loans are not permitted in the plan | N/A – Loans are not permitted in the plan |

|  |  |
| --- | --- |
|  | **6/30/2015** |
| Stable Value / Fixed Account | VT PLUS Fund |
| Crediting Rate (6/30/2015) | 1.77% |
| Participant Assets in Stable Value / Fixed Account | $25,689,823 |

**Attachment F**

**Henrico County Public Schools 403(b) Plan (VALIC)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **6/30/15** | **12/31/14** | **12/31/13** |
| Assets ($) | $95,016,984.17 | $92,177,940.6 | 86,402,392.27 |
| Total # of Participant Accts. | 3,537 | 3,441 | 3,230 |
| Total # Active (currently contributing) Participant Accounts | 2,680 | 2,557 | 2,451 |
| Total Contributions | $7,188,946.04(includes prior 12 months, not 6) | $6,581,852.93 | $6,504,258.90 |
| Total Distributions | $6,660,027.39(includes prior 12 months, not 6) | $6,611,498.06 | $6,592,441.78 |
| Loans  | $776,934.36 | $829,761.75 | $662,774.79 |

|  |  |
| --- | --- |
|  | **6/30/2015** |
| Stable Value / Fixed Account | VALIC Fixed Account  |
| Crediting Rate  | 2.15% reset monthly |
| Contractual Minimum | 2.00% |
| Participant Assets in Stable Value / Fixed Account | $16,615,394.87 |

|  |  |
| --- | --- |
|  | **8/15/2015** |
| Managed Account Provider Name | Guided Portfolios Services |
| Total # of Participants Who Have Elected the Managed Account Service | 1,737 |
| Participant Assets under Management  | $37,784,700 |

**Attachment F**

**Henrico County Public Schools 457(b) Plan (VALIC)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **6/30/15** | **12/31/14** | **12/31/13** |
| Assets ($) | $218,056.03 | $169,745.48 | $37,001.22 |
| Total # of Participant Accts. | 20 | 15 | 6 |
| Total # Active (currently contributing) Participant Accounts | 19 | 16 | 6 |
| Total Contributions | $106,453 | $86,809 | $35,228 |
| Loans  | N/A – Loans are not permitted in the plan | N/A – Loans are not permitted in the plan | N/A – Loans are not permitted in the plan |