



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

RFP #18-1698-6CHS

DEPARTMENT OF FINANCE
CECELIA H. STOWE, CPPO, C.P.M.
PURCHASING DIRECTOR

June 8, 2018

**REQUEST FOR PROPOSAL
ANNUAL CONTRACT FOR
THIRD PARTY ADMINISTRATOR FOR VOLUNTARY BENEFITS
COUNTY OF HENRICO, VIRGINIA**

Your firm is invited to submit a proposal to provide third party administration for voluntary benefits in accordance with the enclosed specifications. **This Request for Proposal supersedes RFP #18-1577-2CHS which was rejected and cancelled.** The submittal, consisting of the **original proposal and twelve (12) additional copies and one electronic copy** marked, "Third Party Administrator Voluntary Benefits", will be received no later than **3:00 p.m., July 6, 2018, by:**

IN PERSON OR SPECIAL COURIER

County of Henrico
Department of Finance
Purchasing Division
8600 Staples Mill Road - NEW LOCATION
Henrico, Virginia 23228

OR

U.S. POSTAL SERVICE

County of Henrico
Department of Finance
Purchasing Division
P O Box 90775
Henrico, Virginia 23273-0775

This RFP and any addenda are available on the County of Henrico Purchasing website at <https://henrico.us/finance/divisions/purchasing/>

To receive an email copy of this document, please send a request to: sto05@henrico.us

Time is of the essence and any proposal received after **3:00 p.m., July 6, 2018**, 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, 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 Henrico County Virginia Board of Supervisors.

Technical questions concerning this Request for Proposal should be submitted to Cecelia H. Stowe at sto05@henrico.us no later than 12:00 noon June 18, 2018.

Very truly yours,

Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director
804-501-5685
Sto05@henrico.us

8600 STAPLES MILL ROAD/P O BOX 90775/HENRICO VA 23273-0775
(804) 501-5660 FAX (804) 501-5693

NON PROFESSIONAL

**REQUEST FOR PROPOSAL
THIRD PARTY ADMINISTRATOR FOR VOLUNTARY BENEFITS
COUNTY OF HENRICO, VIRGINIA**

I. INTRODUCTION:

The intent and purpose of this Request for Proposal (RFP) is to solicit sealed proposals from highly qualified firms to establish an annual contract for an administrator for voluntary benefits in accordance with the Scope of Services Section III of the solicitation. In order to effectively and strategically plan, design and negotiate the best coverage and cost for voluntary benefit programs, the County of Henrico requires either a Third Party Administrator or a licensed broker who is independent and is not solely affiliated with one insurance company or one provider network. When the terms "County of Henrico" or "County" are used in this RFP, those terms are intended to mean both the General Government and Public Schools of the County of Henrico, Virginia. The third party administrator services will also be provided to the Henrico County Economic Development Authority (EDA) which has fewer than 10 employees.

Cooperative Procurement: This procurement is being conducted by Henrico County, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the *Code of Virginia*, as amended. If agreed to by the Successful Offeror(s), other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract(s) at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Offeror(s) agrees. The Successful Offeror(s) shall deal directly with any public body it authorizes to use the resulting contract. Henrico County, Virginia, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Offeror(s) and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Henrico County contract. Henrico County assumes no responsibility for any notification of the availability of the resulting contract(s) for use by other public bodies, but the Successful Offeror(s) may conduct such notification.

II. BACKGROUND:

A. The County of Henrico General Government and Public Schools currently has approximately 10,000 benefit eligible full time and permanent part time employees. Employees can make changes to enrollments during the annual open enrollment period usually held in October. Open enrollment is coordinated by Human Resources with support from our benefit vendors and TPAs. Employees register for open enrollment through our Oracle HRMS system.

B. The benefit programs currently available include, but are not necessarily limited to:

1. Health Insurance: The County currently has a self-funded administrative services agreement in place for Group Health Benefits with Anthem Blue Cross and Blue Shield.
2. Long-Term and Short-Term Disability Insurance: The STD and LTD program for VRS Plan 1 and Plan 2 members are fully insured plans currently underwritten

by MetLife. STD and LTD for VRS Hybrid plan members is currently underwritten by The Standard.

3. Dental Insurance: The County currently offers voluntary dental plans through Delta Dental.
4. Flexible benefit plans (Flexible Spending Accounts)
5. Employee Assistance Program.

Apart from flexible benefits plans, the County is not seeking providers for the above-named services.

- C. The County of Henrico is seeking a voluntary benefits plan administrator that will provide a variety of voluntary plans paid for through payroll deductions on a monthly or biweekly basis, depending on enrollees pay cycle.
- D. The Successful Offeror should confirm if products include commissions and provide the commission percentage/amount by product. Please confirm if this has any impact on the proposed rate structure.
- E. The County is not currently working with a consultant for these services and no consultant will be assisting in the selection of a third party administrator for voluntary benefits.
- F. The County does not have an existing or expired contract with a third party administrator for voluntary benefits therefore no census data can be provided.
- G. Currently there are 2,023 participants in the Health FSA and 279 in Dependent Care FSA. The current vendor is Navia Benefit Solutions. The contract period is January 1, 2017- December 31, 2018 with three additional one year renewals through 2021.

III. SCOPE OF SERVICES: The Successful Offeror shall provide all equipment, labor and supervision to provide the following:

A. Minimum Services to Be Performed by the Offeror

1. Assist in coordinating the development, promotion and administration of the Voluntary Benefits Program for the County of Henrico and Henrico County Public Schools (the "Plan").
2. Provide and/or make available a selection of highly desirable Voluntary Benefits including, but not limited to the following:
 - i. Medical and Dependent Care Flexible Benefits Program
 - ii. Long Term Care
 - iii. Cancer
 - iv. Accident
 - v. ID Theft
 - vi. Critical Illness
 - vii. Legal Assistance
 - viii. Other Ancillary Employee Paid Insurances and Programs
3. Periodic review of the Plan, each carrier and the insurance plans being offered and add or remove benefit plans as needed based on enrollment or other factors.

- Questions due no later than June 18, 2018, 12:00 noon
- Receive written proposals 3:00 p.m., July 6, 2018
- Conduct oral interviews with Offerors TDB July 2018
- Negotiations completed August 2018
- Award by Board of Supervisors September 2018

VI. GENERAL CONTRACT TERMS AND CONDITIONS:

A. 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.
3. The Contract resulting from this RFP is not assignable.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <https://henrico.us/finance/divisions/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. Exceptions to the RFP or Contract:

For architectural or engineering services, the County shall not request or require Offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Code of Virginia §2.2-1132, until after the qualified Offerors are ranked for negotiations. Exceptions to the RFP requirements will be required of the top ranked Offeror and will be resolved to the satisfaction of the County before any contract negotiations.

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.
 - (c) 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 contractor 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. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County's internet site at <https://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on eBid at www.ebidexchange.com/henrico

S. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Bidder desires to subcontract some part of the work specified in the contract, the Successful Bidder shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Bidder 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.

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.
4. 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.

W. 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:

https://henrico.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.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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 date of award through a two year period. Contract prices shall remain firm for the initial contract period
2. The contract may be renewed for three 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. Fraternalization 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.

VII. PROPOSAL SUBMISSION REQUIREMENTS:

- A.** The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B.** All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C.** 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.
- D.** 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.
- E.** 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.
- F.** 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.
- G.** 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.
- H.** **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)**
- I.** A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Division in writing of its intentions.

1. 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.
 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J.** 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 12:00 noon, June 18, 2018 in writing to sto05@henrico.us** 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.**
- K.** 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:

- A.** 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.
- B.** 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
- Proposal Signature Sheet – **Attachment B**
- Proprietary/Confidential Information – **Attachment C**
- Virginia State Corporation Commission Identification Number Requirement – **Attachment D**

3. Executive Summary

Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.

Provide evidence of financial stability.

Contact with Students – **Attachment E**

Provide detailed response to **Attachment F**. Questionnaire.

4. Compensation Methods- Offerors must clearly identify any fees for administration and enrollment and provide detailed information on commissions paid.
5. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

IX. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

EVALUATION CRITERIA	WEIGHT
Functional Requirements <ul style="list-style-type: none"> • Extent to which the proposed solutions satisfies the RFP functional requirements outlined in the Scope of Services • Approach to achieving objectives outlined in the Scope of Services • Value of products or services proposed • Quality of available reports 	30
Implementation Services <ul style="list-style-type: none"> • Project Approach • Project Management • Project Team • Current Workload and ability to complete required work within County schedule • Location where services will be performed 	20
Experience and Qualifications <ul style="list-style-type: none"> • Professional competence • Previous experience in providing Third Party Administrator Services for Voluntary Benefits for governmental entities of similar size • Financial Stability of Firm • References • Resumes of proposed staff • Organizational chart 	25
Structure of proposed compensation methods	20
Quality of proposal submission/oral presentations	5
TOTAL	100

C. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror. 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 than the others under consideration, a contract may be negotiated and awarded to that Offeror

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

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

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage, unless given the scope of the work this requirement is waived by Risk Management.

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

Combined Single Limit - \$1,000,000 each accident

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. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$3,000,000 per occurrence. 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.

NOTE 4 **The certificate holder on the Accord form shall be:**

**County of Henrico, Virginia
Department of Risk Management
P O Box 90775
Henrico, VA 23273-0775**

**ATTACHMENT B
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 <u>NOT</u> USE TRADE NAME):
ADDRESS:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 2 of 2**

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

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
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

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. <https://eva.virginia.gov>.

eVA Registered? Yes No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.
_____ NUMBER _____ DATE

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.

"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.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

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

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 those 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
DIRECT CONTACT WITH STUDENTS
BID/PROPOSAL RESPONSE

Name of Bidder/Offeror: _____

Pursuant to Va. Code § [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)

Date

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT F

QUESTIONNAIRE

The following questionnaire will assist the Selection Committee in evaluating the quality of benefits being offered to employees as well as assist in the evaluation of the financial and contractual information requested of the Offeror

GENERAL INFORMATION

1. Provide background information and a brief description of your organization. Include any pertinent information relative to the size and organization structure of your company.
2. Please identify any subcontractors (including consultants, advisors and suppliers) to be used and describe specific responsibilities, qualifications and background experience of all key personnel. Include financial stability for each major subcontractor, consultant or advisor.
3. Report any restraining or disciplinary action taken against you by any regulatory body within the last three (3) years.
4. Provide references for groups of similar size, industry and location. Please provide group name, contact person, telephone number, effective date and termination date if applicable and reason for termination.
5. Please describe the proposed project team including the names and titles of individuals and their functions, which would support the Plan.
6. Will you be partnering with any other organization to provide required communication, enrollment or administrative services? If so, describe the partnership arrangement, the allocation of responsibilities and corporate or financial information relative to the other organization(s).
7. How many years has your firm provided services to administer voluntary benefit programs?
8. Describe any performance guarantees your firm is willing to implement.
9. Provide detailed information on the role of the Voluntary Benefits Administrator and include any assumptions or exceptions in order to provide the required Scope of Services

PRODUCT SUPPORT FOR ALL PRODUCTS AND SERVICES QUOTED

1. Address your ability to provide enrollment confirmation within five days or less.
2. Address your reporting ability to provide all correspondence, letters, etc. electronically to the Plan.
3. Address your ability to provide electronic bill reconciliation with the Plan.
4. Please describe your banking and billing arrangements, include timeframes for payment and penalties for administrative fees to employer.
5. Describe your customer service capabilities and hours. Do you provide reports by group that show activity for calls, types of calls, terminations and policies ported?
6. What is your percentage of policies that allow participants to continue coverage after leaving employment?
7. Address your ability to provide a toll-free number.
8. Describe your implementation process and how you will ensure a seamless transition.
9. Provide an implementation timeline and confirm you will provide an on-site implementation meeting with the Plan.
10. Provide a copy of standard reports issued to the Plan and indicate the frequency of these reports.

11. Provide samples of applications, health statement and open enrollment materials that employees would receive for the benefits and services proposed.
12. Will you incur all costs associated with the communication, enrollment and administration of the voluntary benefits including printing and postage, etc.? If not, advise of any costs the Plan may need to incur.
13. Describe your enrollment capabilities including one on one enrollment, web based enrollment and call centers.
14. Describe the qualifications of the enrollers and how they are compensated and evaluated.
15. Describe the web based resources for the Plan and for Members.
16. Describe your firm's ability to assist the Plan with legal questions which may arise regarding the administration of the plans and services quoted.
17. Describe your experience with public sector employers.
18. What steps have you taken to become HIPAA compliant?
19. What procedures are in place to ensure the Plan will receive excellent service from your firm?

RATES

1. Under what circumstances can your firm raise the administrative fees shown in your proposal?
2. What notice will your firm provide the Plan before increasing administrative fees?
3. Are there any minimum employee participation requirements in order for your firm to provide Voluntary Benefits Administrator Services?
4. Please provide detailed information on various commission structures available and advantages and disadvantages to the County with the proposed structures. The County is seeking a structure that will offset the administrative fees to the County while also providing the lowest cost premium options to participants.

VALUE ADDED BENEFITS-FLEXIBLE SPENDING ACCOUNT (If offered as a value added service)

1. Describe the ability to offer direct deposit and check options, participant website, reports for employees including statements, plan document and summary plan description, non-discrimination testing, debit cards, enrollment kits (paper and electronic), and annual enrollment support?
2. Can each employee have the option of choosing direct deposit or check or is the decision made on a group wide basis? Are customized forms available? What additional cost would be incurred?
3. Explain your reimbursement process for plan participants from FSA for allowed purchases.
4. How often are employees provided with year-to-date statements of their accounts? How are statements available electronic/paperless or paper statements?