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Dinwiddie County Public Schools
OFFICE OF THE SUPERINTENDENT

Request for Proposal

RFP # 20-121819-2

Flexible Benefits Plan – Cafeteria 125 Plan

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning proposals should be in writing addressed to:

Brenda Austin
Dinwiddie County Public Schools
Procurement Officer
Finance Department

14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

(804) 469-4190 Fax (804) 469-4197

or

E-Mail: baustin@dcpsnet.org

Date Issued: December 18, 2019

Deadline for e-mailed questions: January 6, 2020 @ 2:00 p.m.

Date & Time of Closing: January 10, 2020 @ 2:00 p.m.

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1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit qualified firms to submit proposals for administration, management and marketing of the IRS Section 125 Cafeteria and Flexible Benefits Plan for Dinwiddie County Public Schools (herein referred to as “DCPS”). DCPS offers its current Section 125 Cafeteria and Flexible Benefits Plan to approximately 609 full time employees. The successful offeror will be given the right to market School Board approved insurance products to our employees.

A total of seven copies to include one unbound original, five (5) bound complete copies and one electronic copy of the proposals, in a sealed envelope/package, will be received at and until **January 10, 2020, at 02:00 PM (local prevailing time)**, in the Dinwiddie County School Board Office at 14016 Boydton Plank Road, Dinwiddie, VA 23841. NO faxed or emailed proposals will be accepted. It is the responsibility of the Offeror to insure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked “**RFP #20-121819-2 Flexible Benefits Plan – Cafeteria 125 Plan**” on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal, no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Dinwiddie County Public Schools reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the evaluation committee can properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm. Dinwiddie County Public Schools reserves the right to award to multiple Offerors.

1.1 NO CONTACT POLICY

Any contact initiated by any Offeror with any School Board representative or County representative, other than the purchasing representative listed herein, concerning this request for proposal is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

1.2 RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Brenda Austin, Purchasing Agent
14016 Boydton Plank Road
Dinwiddie, VA 23841

Phone: (804) 469-4190
Fax: (804) 469-4197
[Email: baustin@dcpsnet.org](mailto:baustin@dcpsnet.org)

Written responses, including any questions will be provided on our Website, www.dinwiddie.k12.va.us, Departments, Finance, Purchasing, in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any Addenda. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals. ***The cutoff time for questions is 2:00 PM, January 6, 2020.***

1.3 MISSION STATEMENT

The mission of Dinwiddie County Public Schools is to provide each student the opportunity to become a productive citizen, engaging the entire community in the educational needs of our children.

1.4 OVERVIEW

Dinwiddie County is located in south central Virginia approximately forty miles south of Richmond with a population of 28,459. Dinwiddie County covers 507 square miles. The School System is the fourth largest employer in Dinwiddie County. DCPS provides educational services to approximately 4,450 students in preschool through grade 12 who are served in five elementary schools, one middle school, one high school, and one alternative learning center.

2.0 STATEMENT OF NEEDS

The Offeror shall furnish all labor and materials necessary to provide service for a Section 125 Cafeteria, Health Savings Accounts and Flexible Spending Accounts to employees of DCPS. The offeror must meet the below minimum requirements and shall perform and carry out in a satisfactory and professional manner the following, but not limited to:

- A. Maintain effective communications during the enrollment process that will assure employee understanding of participation in Section 125 programs. The successful firm shall be able to achieve this expectation through the provision of qualified program counselors, preliminary planning, management meetings, group meetings, enrollment support materials, and one-on-one enrollment. DCPS currently does online enrollment.
- B. Conduct individual and/or group meetings with employees to explain and determine their level of participation in the program. Approved insurance products may be marketed at that time; however, no pressure should be put on employees to purchase any products.
- C. Provision of administrative services including, but not limited to: system capabilities (data processing), generation of reimbursement cycles on the 15th and 30th of each month at a minimum; claims processing (minimum claim amount), claims request deadline, zero employee balances, claims filing, distribution, check information; data storage documentation (check register reports, employee change forms, employee election reports, Form 5500 reporting information, reduction reports, employee benefit statements, Flexible

- Spending Account statements, Health Savings Account statements and payment explanation statements).
- D. Products to be marketed must have prior approval of the Plan Administrator.
 - E. Contractor must be in the business of managing such plans in accordance with Section 125 of the IRS Code.
 - F. Contractor shall be prepared to make program presentations at the request of the Director of Human Recourses and/or the Benefits Coordinator
 - G. The contractor shall prepare and advise DCPS of all changes or updates, as necessary, for the Health Savings Accounts and the Flexible Spending Accounts to comply with IRS regulations.
 - H. The contractor shall furnish periodic reports to DCPS. Frequency of reports to be determined the Director of Human Recourses and/or the Benefits Coordinator.
 - I. The contractor shall agree to counsel in groups plus each employee, individually, if requested, on the benefits of the plan.
 - J. Provide a toll-free number for employee inquires.
 - K. The contractor shall be prepared to provide assistance during DCPS's open enrollment periods (typically the last two weeks of September), at the iDCPS Conference and new employee orientation.
 - L. The contractor shall prepare the annual IRS 5500 Form for review by the Director of Human Recourses and/or the Benefits Coordinator.
 - M. The contractor should complete all required discrimination testing, all required reports and will adhere to procedures, guidelines, regulations, and laws related to the collection, disbursement and record keeping for the spending accounts for employees.

3.0 PROPOSAL PREPARATION & SUBMISSION

3.1 INSTRUCTIONS:

- A. Submittals: In order to be considered for selection, the Offeror must submit a complete response to this RFP as follows:
 - 1. A total of seven (7) proposals must be submitted.
 - One (1) unbound marked – ORIGINAL
 - Five (5) bound copies.
 - One (1) electronic version
 - 2. Submittals must be in a sealed envelope/package, clearly marked “**RFP #20-121819-2 Flexible Benefits Plan – Cafeteria 125 Plan**” on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified.

- B. In the event that the School Board offices are not operating under normal staffing levels or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.
- C. Time is of the essence and any proposal received after the announced time and date, whether by mail or otherwise, will be rejected. Proposals received after the date and time of closing will be returned unopened. Proposal shall not be accepted via fax or E-mail.
- D. Nothing herein is intended to exclude any responsible vendor or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to submit proposals for evaluation.

3.2 SUBMITTAL FORMAT:

- A. Proposals and any Addenda, if any, shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the evaluation committee. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- B. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- C. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
- D. Proposals should be as detailed as possible so the evaluation committee can properly evaluate the capabilities of each offeror.
- E. Proposals should include the following information:
 - 1. An overview of your company and record of expertise in administering Section 125 plans of similar complexity within the Commonwealth of Virginia.

2. A brief narrative providing reasons your firm is qualified to serve in an administering role.
 3. A detailed summary of claims administration procedures. This is to include office location, staffing levels, average number of claims processed, turnaround time for processing claims, and forms used.
 4. Proposed procedures for enrolling new employees.
 5. Qualifications of key personnel assigned to Dinwiddie County Public School's contract, specify their role in administering the contract. Provide a current resume for each individual.
 6. Minimum of three (3) references from similar sized localities.
 7. List any participant minimums.
 8. Proposed pricing – indicate all costs and monthly fees in a clear and concise manner.
 9. A listing of available benefits which would be offered to employees.
 10. Options for Medical and Dependent Care Flexible Spending accounts, along with explanation of procedures and/or fees for use of a debit card to cover Flexible Spending expenses.
 11. Options for Health Savings Accounts, along with explanation of procedures and/or fees for use of a debit card to cover Health Savings expenses.
 12. Provide a copy of an online electronic benefit election form that you have used which can serve as a sample of a benefit election form to be submitted to our employees for benefit enrollment.
 13. List information on available online or web enrollment services as well as availability of interactive website.
 14. Detailed processes in place to handle Enrollment, Terminations, Family Status Change, and Reconciliation.
 15. Communication materials to include, but not limited to: Sample brochures, flyers, website, a summary of strategic plan to ensure full participation.
 16. Transition Team to include Plan, Involvement and Process.
 17. Narrative describing your firm's willingness to allow current Vendors to remain on payroll deduction. (Grandfather current vendors if enrolled, allowing no new enrollments).
 18. Narrative describing your firm's ability and willingness to waive waiting periods. (Initial enrollment and subsequent open enrollment periods)
- F. Ownership of all data, materials, and documentation originated and prepared for Dinwiddie County Public Schools pursuant to the RFP shall belong exclusively to Dinwiddie County Public Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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 § 2.2-4342F of the Code of Virginia, 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 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. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3.3 PRESENTATION:

- A. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the evaluation committee. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Agent will schedule the time and location of these presentations. Oral presentations are an option of the School Board and may or may not be conducted.

4.0 REFERENCES

All Offerors shall include a list of three (3) references, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

References may or may not be reviewed or contacted at the discretion of DCPS. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. Dinwiddie County Public Schools reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

5.0 EVALUATION CRITERIA

5.1 EVALUATION CRITERIA:

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the DCPS's discretion to reflect relative importance. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

EVALUATION CRITERIA	WEIGHT
Variety and quality of benefits available	25
Demonstrated experience in plan administration with clients of similar complexity	20
Experience and qualifications of primary personnel expected to be assigned to this project	20
Appropriateness of proposed fee schedule	15
Client references	10
Response time and availability (Office location – proximity to Dinwiddie County Public Schools)	10
TOTAL	100

6.0 BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by DCPS, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Dinwiddie County Public Schools. The evaluation committee will make the final determination of the proposal that best meets the needs of Dinwiddie County Public Schools.

7.0 COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposal is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to Dinwiddie County Public Schools, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

Dinwiddie County Public Schools shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision

8.0 DELIVERY INSTRUCTIONS

Proposals will be due by **2:00pm on January 10, 2020.**

Proposals should be mailed or delivered to the following location prior to the date and time of closing:

**Dinwiddie County Public Schools
Finance Department, Attn: Brenda Austin
14016 Boydton Plank Road
Post Office Box 7
Dinwiddie, Virginia 23841**

It is the responsibility of the offeror to ensure that their proposal reaches the Finance Department prior to the date and time of closing.

9.0 GENERAL TERMS AND CONDITIONS

9.1 ANNOUNCEMENT OF AWARD:

Award will be made to the lowest responsible and responsive Offeror. Upon the award or the announcement of the decision to award a contract the Finance Department will inform in writing, for the offeror(s) who submitted proposals, of the decision.

9.2 ANTI-DISCRIMINATION:

Dinwiddie County Public Schools does not discriminate against faith-based organizations. By submitting their proposals, offerors certify to DCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any 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 these requirements.
2. The contractor will include the provisions of #1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.3 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County Public Schools all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Dinwiddie County Public Schools, relating to the particular goods or services purchased or acquired by Dinwiddie County Public Schools under said contract.

9.4 APPLICABLE LAWS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Dinwiddie County Public Schools. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9.5 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County Public Schools, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9.6 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the immediate cancellation of this contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

9.7 BID ACCEPTANCE PERIOD:

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

9.8 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

-
- B. Dinwiddie County Public Schools may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County Public Schools a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County Public Schools right to audit the contractor's records and/or to determine the correct number of units independently; or

9.9 CLARIFICATION OF TERMS:

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact **Brenda Austin** at baustin@dcpsnet.org, in writing by email no later than **January 06, 2020 by 2:00 pm**. Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by an offeror concerning this solicitation with any other School Board representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

9.10 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County Public Schools, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County Public Schools may have.

9.11 DRUG & ALCOHOL-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-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, marijuana or alcohol 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 & alcohol-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.

For the purposes of this section, “*drug & alcohol-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

9.12 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

9.13 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

9.14 INSURANCE:

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.**
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- E. Professional Liability - \$1,000,000 per occurrence
- F. Umbrella Liability - \$1,000,000 per occurrence

9.15 NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disable veteran, faith-based organizational status, any 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.

If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

9.16 PAYMENT:

9.16.1 To Prime Contractor:

- (1) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form shall be submitted as well.
- (2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- (3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- (4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- (5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County Public Schools shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County Public Schools of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

9.16.2 To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County Public Schools for the proportionate share of the payment received for

work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s); or
 2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County Public Schools, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Dinwiddie County Public Schools.

9.17 PREPARATION AND SUBMISSION OF PROPOSALS:

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by Dinwiddie County Public Schools, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

9.18 PROPRIETARY INFORMATION:

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

9.19 QUALIFICATIONS OF OFFERORS:

Dinwiddie County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Dinwiddie County Public Schools all such information and data for this purpose as may be requested. Dinwiddie

County Public Schools reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Dinwiddie County Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Dinwiddie County Public Schools that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

9.20 RECEIPT AND OPENING OF PROPOSALS:

- A. It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- B. The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

9.21 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

In order to contract with Dinwiddie County Public Schools, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed proposal or competitive negotiation, a Offeror or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its proposal or proposal the identification number issued to it by the State Corporation Commission. Any Offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal or proposal a statement describing why the Offeror or offeror is not required to be so authorized. Any Offeror or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County Public Schools may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

9.22 TERMINATION BY OWNER FOR CONVENIENCE:

- A. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor thirty (30) days written notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's

satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this contract,
2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

- B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

9.23 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

10.0 SPECIAL TERMS AND CONDITIONS

10.1 AWARD OF CONTRACT:

Dinwiddie County Public Schools shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, Dinwiddie County Public Schools shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to Dinwiddie County Public Schools can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated

and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Dinwiddie County Public Schools reserves the right to make multiple awards as a result of this solicitation. Should the School Board determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

10.2 CONFIDENTIALITY (Contractor):

The contractor assures that information and data obtained as to personal facts and circumstances related to Dinwiddie County Public Schools employees will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and Dinwiddie County Public Schools written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals.

10.3 IDENTIFICATION ON PROPOSAL ENVELOPE:

The signed proposal should be submitted with the following identification as follows:

RFP 20-121819-2 Flexible Benefits Plan – Cafeteria 125 Plan

From: _____

Name of Offeror	_____	_____
	Due Date	Time

Street or Box Number

City, State & Zip Code

The envelope should be addressed as directed on Page 1 of the solicitation. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

10.4 OWNERSHIP OF DOCUMENTS:

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of Dinwiddie County Public Schools, become Dinwiddie County Public Schools property and shall be delivered to and remain the property of Dinwiddie County Public Schools upon completion of the work or termination of the Contract. Dinwiddie County Public Schools shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

- B. Any documents or other materials provided to the Contractor by Dinwiddie County Public Schools shall be returned to Dinwiddie County Public Schools upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of Dinwiddie County Public Schools and shall be sent to Dinwiddie County Public Schools upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County Public Schools. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

10.5 RENEWAL OF CONTRACT:

The initial term of this contract will be for one year beginning October 1, 2020 through September 30, 2021. This contract may be renewed by the School Board upon written agreement of both parties for four (4) successive one (1) year periods, under the terms and conditions of the original contract. Per IRS Guidelines, Offeror awarded contract could not become our Section 125 Plan Administrator until October 1, 2020, however, we would like for you to be available on July 1, 2020.

11.0 METHOD OF PAYMENT

The Contractor shall submit a monthly itemized invoice to Dinwiddie County Public Schools, Human Resources, Post Office Box 7, Dinwiddie, Virginia 23841, Attention: Benefits Coordinator. The invoice should include employee's name, contract and/or account number, and premium charges. Payment will be issued within 30 days after receipt of a valid invoice.

12.0 ATTACHMENTS

Attachment A - Virginia State Corporation Commission Registration Information
Attachment B – Signature Sheet
Attachment C – Certification of Contractor
Attachment D - References

ATTACHMENT A - STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

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 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 bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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*.

****NOTE**** >> Check the following box if you have not completed 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 (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT B - Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email: _____

ATTACHMENT C - CERTIFICATION OF CONTRACTOR

Full Name of Contractor _____

As required by Section 22.1-296.1 of *the Code of Virginia*, the undersigned hereby certifies as follows:

- (i) That **I (and all persons** who will provide such services) have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. I further understand that if I make a materially false statement regarding any of the above offenses,

I will be guilty of a Class 1 misdemeanor.

Date _____

Signature of Contractor

ATTACHMENT D - REFERENCES

Offerors shall supply three (3) references that list a brief description of the same type of work and requirements for area(s) of similar size or larger, satisfactorily completed with dates of continuous service or contract period, location, names, addresses, and phone numbers of Owners. Offerors shall only indicate references they have worked within the past five (5) years.

Reference #1

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____

Reference #2

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____

Reference #3

Name of County, City, Agency or Firm: _____
Address: _____
Contact with Title: _____
Telephone: _____
Types of services provided: _____
Contract Dates: From _____ To _____