



COUNTY OF GOOCHLAND

Purchasing Department
P.O. Box 10, Goochland, Virginia 23063-0010
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REQUEST FOR PROPOSAL 2017-08 – FSA, HSA & COBRA ADMINISTRATION

DATE OF THIS REQUEST: December 29, 2016

DESCRIPTION: Request for Proposals for: FLEXIBLE SPENDING ACCOUNTS (FSA), HEALTH SAVINGS ACCOUNTS (HSA) AND COBRA ADMINISTRATION

PROPOSAL DEADLINE: January 27, 2017, 3:00 p.m. Eastern Standard Time (EST)

SUBMISSION:

Seven (7) copies of the proposal, including one original (clearly marked "ORIGINAL), and two (2) copies in WORD or PDF on USB drives shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

RFP#: 2017-08
RFP FOR: FSA, HSA & COBRA
DUE: January 27, 2017 AT 3:00 P.M. EST

Proposal must be submitted to:

Wanda St. P. Tormey
Purchasing Director
1800 Sandy Hook Road, Room 352
P.O. Box 10
Goochland, VA 23063
wtormey@goochlandva.us

Proposals must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the offeror to ensure timely and correct delivery of proposal to the Purchasing Department, Room 352, 3rd Floor of the County Administration Building at the corner of Routes 522 and 6. IMPORTANT – PLEASE NOTE: All overnight delivery services DO NOT GUARANTEE timely next day delivery to this location. Please check with the service you use.

Direct all questions relating to this RFP in writing to:

Wanda St. P. Tormey, Purchasing Director
Ph: (804)556-5802
Fax: (804)556-5676
wtormey@goochlandva.us

REQUEST FOR PROPOSAL TITLE PAGE

**RFP NUMBER: RFP 2017-08 – FSA, HSA AND COBRA ADMINISTRATION
FOR: FLEXIBLE SPENDING ACCOUNTS, HEALTH SAVINGS ACCOUNTS AND COBRA
ADMINISTRATION**

OBLIGATION OF OFFERER

Obligation of Offeror: By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information;

Certifies and warrants that the Offeror is properly licensed to provide the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Offeror shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered;

Offeror further agrees that conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees, if this proposal is accepted, to furnish all services agreed upon in strict accordance with the contract.

Name and Address of Firm: _____

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Title: _____
(Please Print)

FEI/FIN NO. _____

State Corporation Commission (SCC) NO. _____

Phone: (_____) _____ Fax: (_____) _____

Email: _____

ACKNOWLEDGE RECEIPT OF:

Addendum 1 _____

Addendum 2 _____

Addendum 3 _____

I. INTRODUCTION

Goochland County (comprised of Local County Government, Social Services, Community Services and Schools, hereinafter referred to as “the County”) is seeking sealed proposals from qualified carriers to provide employee Flexible Spending Account (FSA), Health Savings Accounts (HSA) and COBRA Administration. The goal of the County is to find benefits packages with the best value for its administrative needs and employee design.

Proposals should include all products your company is able to administer. It is the County’s desire to receive a single proposal from each qualified carrier. An enrollment firm, Bankers Insurance, is being used for enrollments. This RFP is for carrier product responses only.

Proposals shall include optional multiple year rate guarantees for all available lines of coverage, waiver of health questions and credit for time served.

Agent of Record letters will not be awarded through this process.

The County is working with Bankers Insurance for the benefits analysis. **However, all questions regarding this solicitation and all proposals shall be in writing and directed to Wanda Tormey, Goochland County Purchasing Department.**

Communications with County staff or the Consultants may disqualify you from the evaluation process.

Offerors should include any value added products and services in the proposals.

All proposed products shall be HSA Qualified.

II. BACKGROUND

The County currently provides a comprehensive Health and Benefits Program for eligible employees including the following plans: Health, Dental, Vision, Employee Assistance Program, Sick leave, Personal leave, Vacation leave, Holiday leave, Bereavement leave and retiree benefits.

Goochland County has approximately 621 benefit eligible employees:

- Goochland County Government - 187
- Goochland County Public Schools – 359
- Goochland County Department of Social Services – 21
- Goochland/Powhatan Community Services Board - 54

The County’s fiscal year begins July 1.

The County’s health insurance plan with The Local Choice (TLC) is renewed through September 30, 2017. The County currently offers the Key Advantage 250, Key Advantage 500 and a High Deductible plan with FSA and Health Savings Accounts (HSA). All proposed products shall be HSA Qualified.

The County currently contracts with Unum for worksite voluntary benefits, Chard Snyder for flexible spending accounts (FSA) and HealthSavings Administrators for health savings accounts (HSA) which terms end October of 2017.

The effective date for all offered benefits will be effective July 1, 2017 with open enrollments scheduled for May/June 2017. FSA contributions will be effective October 1, 2017 through June 30, 2017. Note: the new contract date will be July 1st of each new term year.

Enrollment Data by Agency is included on pages 16 and 17.

OFFEROR MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. The following criteria shall be met and presented in the Experience/References tab of the written proposal in order to be eligible for this contract:

Offerors wishing to submit a proposal and be considered for this solicitation shall have at least five (5) years of proven experience related in the products offered related to this RFP. Offerors must be licensed to do business in the Commonwealth of Virginia.

SCOPE OF SERVICES

Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.

The successful Offeror is given the sole right to market approved insurance products to our employees through a Group Mandatory Meeting and then all employees will be required to enroll or waive by coming to a session to meet with a Benefits Counselor to do so or through a group session.

Include any other programs that may be available. All programs will be subject to consideration and approval by the County.

The successful Offeror shall provide services including, but not necessarily limited to, the following:

- A. Provide consultation and guidance for COBRA, Flexible Spending Accounts and Health Savings Accounts.
- B. Minimum Services to be Performed:
 1. Conversion
 2. Provide plan document and periodically update for compliance
 3. Perform annual discrimination testing.
 4. Provide support and guidance to entities with questions.
 5. Provide enrollment kits for new hires that include premium conversion.
 6. Provide salary reduction agreement forms and change forms.
 7. Provide credit/debit cards.
 8. Provide on-line access for participants.
- C. Maintain separate accounts or subgroups as required.
- D. Assist the County in the implementation of the benefits programs, including attendance at Board of Supervisors meetings and School Board meetings, employee communication benefit program presentations, and open enrollment meetings.
- E. Provide information to enable the County to make effective decisions in developing an Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.
- F. Advise and assist the County with required communications to employees annually, during

benefits enrollment and as regulatory changes occur.

- G. Advise and assist the County as necessary or requested in developing, implementing and conducting the annual benefit sign up (open enrollment).
- H. Assist with resolution of specific claims when requested by the County.

FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION AND HEALTH SAVINGS ACCOUNT (HSA) ADMINISTRATION:

- A. Provide to the Employer a Plan Document which will qualify the Plan, at the time the document is delivered, as a Cafeteria Plan under Internal Revenue Code (“Code”) Section 125 as long as properly administered by the Employer. Provide the Employer an Adoption Agreement for its use in adopting the Plan Document. Provide copies of amendments to the Plan Document needed for continued qualification of the Plan.
- B. Provide a specimen board resolution for reference by the Employer’s Attorney in drafting the appropriate documents authorizing the adoption of the Plan by use of the Adoption Agreement.
- C. Provide sample text for an announcement letter for use by the Employer in communicating the Plan to its employees.
- D. Provide standard employee communication and enrollment forms for employees to elect participation in the Plan.
- E. Provide any available information about the operation of the Plan that it maintains in its files to the Employer for its use in any required annual reporting to the Internal Revenue Service, Department of Labor or other government agency.
- F. Provide Bankers Insurance with Plan Descriptions for each entity.
- G. Upon audit by the Department of Labor and/or the Internal Revenue Service, the vendor may provide DOL or IRS and or the employer with any and all information in their records as required and requested by either of these agencies
- H. Test Plan participation for discrimination under Code Section 125 and Code Sections 105, 106, and 129, if applicable. Test participation at the time of enrollment and at each renewal date of the Plan, if renewed. Test between anniversary dates only if requested in writing by the Employer. Additional testing will require an additional service fee to be quoted to the Employer upon request.
- I. Provide support and guidance to entities with questions. Provide additional employee communication materials and enrollment forms for employees to elect each spending account option and their contributions to each.
- J. Provide enrollment counseling during normal business hours at the Employer’s main location(s).
- K. Administer the claims and payments from each spending account. In administering the accounts, vendor will do the following:
 - 1. Provide materials explaining to the employees how to use the accounts, including guidance on the reimbursable expenses.
 - 2. Process claim forms received from the employees. Processing shall include verifying eligibility and proper documentation of the expense and calculation of the reimbursement due, but shall not include verifying whether the expense claimed qualifies for reimbursement. Vendor shall update the employees’ contributions to separate accounts and ascertain that funds are available from the employees’ appropriate accounts for reimbursement.
 - 3. Provide credit/debit cards for participants.
 - 4. Provide online statements for each participating employee showing:
 - a. funds contributed to each spending account

- b. funds paid for claims
- c. claims received by offeror but not yet paid
- d. remaining funds available for claims
- e. statements with each reimbursement check.
- f. semi-annual or annual statement (depending on each entity's preference).
- L. Provide consulting services on the administration of the Plan as described in the proposal issued to the employer by the offeror.
- M. Maintain separate accounts or subgroups as required.
- N. Provide toll-free customer service numbers and hours of operation.
- O. Designate a point of contact responsible for resolving problems, answering claims questions and administrative or billing issues, and expediting services related to overall performance of the contract.
- P. Provide a website with secure information for each participant to access their account data.
- Q. Provide records and documents that identify participants by a means other than social security numbers.

COBRA ADMINISTRATION:

- A. Assist in relationship to the duties and responsibilities stated in 29 U.S.C.A. 1161, et seq. (continuation coverage under group health plans) and to accomplish and perform those notifications on behalf of THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND/POWHATAN COMMUNITY SERVICES BOARD as stated in said Act as it relates to THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND/POWHATAN COMMUNITY SERVICES BOARD's employees' (and dependents') medical coverage, dental coverage, group voluntary plans and flexible spending accounts.
- B. Provide THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND/POWHATAN COMMUNITY SERVICES BOARD with timely confirmation reports upon the providing of said notices and shall provide other reports and documentation to THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND/POWHATAN COMMUNITY SERVICES BOARD, so as to keep THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND COUNTY DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND/POWHATAN COMMUNITY SERVICES BOARD fully appraised about COBRA compliance and current with the performance of this contract.
- C. Provide timely current and updated information to THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND /POWHATAN COMMUNITY SERVICES BOARD relating to compliance with COBRA, including any changes or modifications in compliance requirements and related steps necessary to act in accordance with said changes/modifications.
- D. Attend any audit held by the Internal Revenue Service, or hearing by any governmental agency or bureau, regarding compliance with COBRA by THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND/POWHATAN COMMUNITY SERVICES BOARD, and will provide, at such audit or hearing or as otherwise deemed necessary by

THE COUNTY OF GOOCHLAND, GOOCHLAND COUNTY SCHOOLS, GOOCHLAND DEPARTMENT OF SOCIAL SERVICES AND THE GOOCHLAND/POWHATAN COMMUNITY SERVICES BOARD, records and documentation so as to assist Second Party with evidence compliance with COBRA.

- E. Timely enroll and bill COBRA enrollees once continuation is elected. This aspect includes collecting premium, submitting payments to vendors not later than 30 days, and notifying vendors of terminations for non-payment of premium not later than 30 days.

The successful Offeror for COBRA administration will be provided with information on our current health insurance plans and rates.

The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in this Request for Proposals as mutually agreed to at a price mutually agreed upon by both parties. A contract amendment and/or purchase change order will be issued to change the contract and shall be signed by both parties.

PROPOSAL FORMAT AND CONTENT

Proposals should be as concise as possible and include only necessary information, tables, illustrations, photographs, etc. needed to adequately convey the requested information. Proposal shall be limited to a maximum of 30 pages (front and back acceptable and excludes tabs) using no less than a 12 font type size. Proposal content shall contain the following information in a 3-ringed, tabbed binder in the order provided below:

1. Title Sheet

Furnish the information requested on the REQUEST FOR PROPOSAL TITLE (PAGE 2) of this solicitation and include it as the first page of your proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.

Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information. Redacted copies, clearly marked for proposals containing proprietary or confidential information shall be submitted with proposals as a separate copy.

2. Management Approach/Methodology:

A. Statement by the prospective Offeror of his understanding of the work to be performed with descriptions of the approach and illustrations of the procedures to be employed to meet the requirements of this RFP.

B. Discussion of procedures to be employed, services provided, and additional information to be required of the County in connection with the work.

C. Timing of the work.

D. Organization of provider and approximate percentage of time spent by each level.

E. Type of program used (tailor-made, etc.)

F. Use of specialists.

G. Tentative schedule for completing work herein.

H. Reporting packages offered.

I. Typical assistance expected from the County's staff.

3. References/Experience:

- A. State whether the organization is national, regional or local. Identify headquarters and nearest office, and identify the office which will serve as the managing office for the work.
- B. Provide a list of Virginia local government and school board clients for the past year (FY2015) and four preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each. Provide the name of a reference and the individual's telephone number for each local government and school board. If subcontractors or special consultants will be used, they should be identified and provide references.

4. Staffing: Provide the names, titles, qualifications, degrees, certifications, resumes and licenses of key employees, consultants, and sub-consultants proposed to be involved in the project. Show only experience directly related to their assigned duties under the proposed project.

The firm also should provide information on the work, as it relates to the RFP, experience of each person relevant to the performance of the work.

Include qualifications of any subcontractors or special consultants to be used for the work in the proposal.

5. Benefits: Overall benefit value compared to price, current design and cost containment factors.

6. Stability: Overall sustainability of the package in terms of price stability to ensure long-term stability.

7. Cost: Monthly fees/rates for services/product, total annual program costs and all other anticipated costs are to be included with your proposal response. Fees will be considered in the rankings of Offerors for short listing firms for interviews/discussions and the final rankings of Offerors for award of the contract. Prices submitted by the Offeror shall remain firm for the initial term of the contract.

8. Insurance: A description of insurance carried.

9. Other Information: Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the County in addition to general assistance.

REQUEST FOR PROPOSAL SCHEDULE

As a guideline, Goochland County anticipates the following timetable:

Date Activity/Event

December 29, 2017	Issue Request For Proposals
January 9, 2017	Deadline for questions is 12:00 noon
January 27, 2017	Proposals due prior to 3:00 p.m.
February 10, 2017	Evaluation of proposals completed
February 13, 2017	Notify top ranked Offerors to be interviewed
<u>February 21-22, 2017</u>	<u>Interviews/Presentations with top ranked Offerors (Offerors are asked to reserve these dates)</u>
April 4, 2017	Request Board of Supervisors approval

EVALUATION CRITERIA:

Proposals will be evaluated using the following criteria:

- A. The proposals will be evaluated by Bankers Insurance on an analysis of the information provided in the proposals for determination of the best valued option for the County. The analysis will weigh price, service, experience, provider access, plan design/member exposure and the overall sustainability of the price and program structure.

The selection process shall be governed by and completed in accordance with the Goochland County Procurement Ordinance. If any provision of this Request for Proposal is found to be inconsistent or in conflict with such policy, the terms of the ordinance shall govern.

The County of Goochland reserves the right to reject any or all proposals.

SELECTION PROCESS

The County will procure this service using competitive negotiations per Sec. 2-246 of the Goochland County Code of Ordinances as follows:

Selection and award. Selection shall be made of two (2) 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. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror, so selected, the county shall select the one which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the request for proposal; awards may be made to more than one (1) offeror. Should the county determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

CONTRACT TERM

Contract shall be for one year from date of award with option for up to three (3) additional one (1) year renewals for a total contract length not to exceed four (4) years). Renewals shall be automatic unless cancelled in writing thirty (30) days prior to effective date.

Any change in rates at renewals shall be agreed to by the County and no change shall exceed the increase or decrease in the Consumer Price Index for Urban Wage earners for this area. The contract shall be subject to termination for cause or convenience by the County with written notice thirty (30) days prior to effective date.

For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index, Table 4 (<http://stats.bls.gov/news.release/cpi.t04.htm>), Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

The successful Offeror shall give the County Purchasing Office written notice of its intention to terminate the contract, or not to renew the contract, at least 90 days prior to the proposed termination or renewal date of the Contract.

COOPERATIVE PROCUREMENT:

1. This procurement is being conducted on behalf of Goochland County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act and §11-3 of the Goochland County Code.
2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase goods or services at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
4. The County of Goochland, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor 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 the use of a contract authorized by this cooperative procurement.
5. It is the Contractor's responsibility to notify other public body(s) of the availability of potential other contracts authorized by this cooperative procurement.

INSTRUCTIONS TO OFFERORS; CONTENT AND FORMAT OF PROPOSALS

Proposals must be submitted in a sealed envelope with the outside marked in the lower left hand corner as follows:

RFP# : 2017-08

FOR: FSA, HSA AND COBRA ADMINISTRATION

DUE: JANUARY 27, 2017

1. All proposals must remain valid for 90 days from opening date.
2. Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Proposals shall not be available for inspection by offerors until interviews, if scheduled, are completed. After award all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states 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. Redacted copies, clearly marked for proposals containing proprietary or confidential information shall be submitted with proposals.
3. The County will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing (electronic transmission is preferred.) and directed to Wanda St. P. Tormey, Purchasing Director. Questions must be received by 12:00 noon on January 9, 2017. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any material change will be submitted to all offerors through issuance of an addendum.
4. Any contact with any County representative or the Consultant, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
5. Each offeror shall be prepared, if so requested by the County, to present evidence of their experience, qualifications and financial ability to carry out the terms of the contract.
6. Proposals 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 the purchasing agency 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 County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
7. The County reserves the right to reject any and all proposals and waive all informalities. In

the event the County rejects all proposals, the County may readvertise or make the purchase on the open market.

8. Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
9. Any bidder or 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 bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror 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 MUST include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. No bidder or offeror failing to provide the required information shall receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia is granted by the County Administrator. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Section [2.2-4311.2](#) of the Code of Virginia.
10. The successful Offeror will be required to execute the attached contract, which includes all terms and conditions of this RFP by reference. Offerors intending to request additional or different language, or taking exception to these terms and conditions, *must include such language or note such exceptions, with their proposal. Failure to provide additional or different language, or noting specific exceptions to these terms and conditions, with the proposal submission shall be considered as acceptance of all terms and conditions of the contract and this RFP.*

SPECIAL TERMS AND CONDITIONS

REQUIRED Contractor Certification Relating to Background Checks

The Contractor shall provide written certification that states that no employee or representative of the Contractor, who will have direct contact with students on school property during regular school hours or during school sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The certification form attached as Attachment B (Page 16) shall be provided to the County in offeror's proposal.

GENERAL TERMS AND CONDITIONS

1. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery/performance, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
2. Invoices for goods or services ordered, delivered/performed and accepted shall be submitted by the offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the County's purchase order number.
3. In case of failure to provide services in accordance with the contract terms and conditions, the County, 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 the County may have.
4. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and/or furnish the item(s) and the offeror's shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect the offeror's capabilities. The County further reserves the right to reject any bid/proposal if the evidence submitted by, or

investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to complete the work and/or furnish the item(s) contemplated therein.

5. All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Offeror would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Offeror, must be submitted along with the Offeror's Proposal. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this Request for Proposal, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Offeror shall not condition its performance or delivery upon any such agreement by the County.
6. By submitting their proposals, all Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the County of Goochland, or any other local, state or federal government, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the County of Goochland, or any other local, state or federal government.
7. In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.
8. The Offeror is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of subsequent contract or its rights, title or interest herein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the authorized representative of the County.
9. The County does not discriminate against faith-based organizations.
10. It is the policy of the County of Goochland to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities (SWAM) and to encourage their participation in the County's procurement activities. Toward that end, the County of Goochland encourages SWAM businesses to compete for County projects. In addition, the County strategy encourages all offerors to provide for the participation of SWAM businesses through partnerships, joint ventures, subcontracts or other contractual opportunities on projects. Offerors are asked, as part of their submission, to describe any planned use of such businesses in fulfilling this contract.
11. The Offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
12. The personnel designated in the management summary for key positions shall not be changed except with the permission of the County. Offeror may not substitute other staff or individual(s) without the prior, express written consent of the County. The County shall not be required to consent to or accept any substitution(s) if to do so would require an increase in the compensation due to the Offeror under this Agreement, or a reduction in the quantity or quality of the Services required by this Agreement, as determined in the County's sole discretion.
13. 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. 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 Offerors' proposal.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of the United States of America. All litigation arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of the County of Goochland, Virginia. The Offeror shall comply with applicable federal, state and local laws and regulations.
15. By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received 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 more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged. Offerors must complete and submit the attached Certification of No Collusion (Attachment A, page 14) which shall constitute material representations and warranties with respect to the contract entered into by the County with the successful Offeror.
16. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this contract.



ATTACHMENT A

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement to which this Certification of No Collusion is incorporated and attached that:

This proposal/bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal/bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950, as amended (§§ 18.2-498.1 et seq.)

By: _____

Print Name

Title

Name of Company

Date

ACKNOWLEDGEMENT

The foregoing Certification of No Collusion was acknowledged before me this ____ day of _____, 20____,
by _____.

Notary Public

My commission expires: _____

Notary Registration Number: _____



ATTACHMENT B

CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS

GOOCHLAND COUNTY

I, _____, _____
[Name] [Title]

of/for _____, certify to the Goochland County
[Contractor]

that no representative or employee of _____ who will
[Contractor]

provide services under this contract, and who will have direct contact with students on school property during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

I understand that I can be found guilty of a Class 1 misdemeanor for making a materially false statement in this Certification of Contractor and that a conviction for making a materially false statement in this Certification of Contractor shall be grounds for the revocation of my firm or business's contract with the Goochland County School Board.

[Date]

[Signature]

[Title]

[Contractor]

Enrollment Data by Agency

Goochland County

Benefit Eligible Employees	187
Employees Enrolled in Health Coverage	162
Waived Employees	25
FSA Medical Enrollments	43
Dependent Child Care Enrollments	5
COBRA	0
Turn Over Rate	13%
Health Insurance Enrollment Data	
KA 250 Single	52
KA 250/+1:	33
KA 250/Family:	50
KA 500/EE+Spouse	1
KA 500/EE+Child	1
KA 500/Family:	7
KA 500/Employee Only:	11
High Deductible:	0
Voluntary Benefits Enrollment Data	
Group Off the Job Accident	10
Group Critical Illness with Cancer	6
Group Whole Life	3
Short Term Disability	10

Goochland County Schools

Benefit Eligible Employees	359
Employees Enrolled in Health Coverage	297
Waived Employees	62
FSA Medical Enrollments	81
Dependent Child Care Enrollments	11
COBRA	3
Turn Over Rate	10-12%
Health Insurance Enrollment Data	
KA 250	132
KA 500	136
High Deductible:	35
Voluntary Benefits Enrollment Data	
Group Off the Job Accident	39
Group Critical Illness with Cancer	30
Group Whole Life	36
Short Term Disability	45

Goochland County Social Services

Benefit Eligible Employees	21
Employees Enrolled in Health Coverage	19
Waived Employees	2
FSA Enrollments	2
Dependent Child Care Enrollments	1
COBRA	0
Turn Over Rate	20.8%
Health Insurance Enrollment Data	
KA 250 Single	3
KA 250/+1:	3
KA 250/Family:	2
KA 500/Single:	7
KA 500/+ 1:	1
KA 500/Family:	3
High Deductible:	0
Voluntary Benefits Enrollment Data	
Group Off the Job Accident	1
Group Critical Illness with Cancer	0
Group Whole Life	4
Short Term Disability	5

Goochland County Community Service Board

Benefit Eligible Employees	57
Employees Enrolled in Health Coverage	44
Waived Employees	6
FSA Medical Enrollments	12
Dependent Child Care Enrollments	2
COBRA	1
Turn Over Rate	15.4%
Health Insurance Enrollment Data	
KA 250:	22
KA 500:	20
High Deductible:	2
Voluntary Benefits Enrollment Data	
Group Off the Job Accident	10
Group Critical Illness with Cancer	6
Group Whole Life	2
Short Term Disability	10