



ROANOKE COUNTY

FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

REQUEST FOR PROPOSALS Non-Professional Services

RFP # 2021-061

Flexible Spending Account Administration and Health Reimbursement Account (HRA) Administration for the Roanoke County, Roanoke County Public Schools, and WVRJA

**OPENING DATE: February 8, 2021
OPENING TIME: 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive SW, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

DATE of RFP: January 26, 2021

REQUEST FOR PROPOSAL

RFP No. 2021-061

Issue Date: January 26, 2021

Title: 2021-061 - Flexible Spending Account Administration and Health Reimbursement Account (HRA) Administration for the Roanoke County, Roanoke County Public Schools, and WVRJA

Issued By: **County of Roanoke
Roanoke County Administration Building
Purchasing Division
5204 Bernard Drive, SW, Suite 300-F
Roanoke, VA 24018-0798
Phone (540) 772-2020
Email: hhonaker@roanokecountyva.gov**

Sealed proposals will be received on or before 2:00 P.M., February 8, 2021 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m. on February 1, 2021. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The County reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Division.

Legal Name and Address of Firm:

Date:

By:

Name: _____

Title: _____

Phone: _____

FAX: _____

Email: _____

Business License# _____

Virginia State Corporation Commission Identification Number: _____

Project: 2020-061

RFP for Flexible Spending Account Administration

Revised 8/2019

TABLE OF CONTENTS
REQUEST FOR PROPOSAL NO. 2021-061

Flexible Spending Account Administration and Health Reimbursement Account (HRA) for
the Roanoke County, Roanoke County Public Schools, and WVRJA

[Contents](#)

INTRODUCTION	4
SECTION 1. PURPOSE.....	6
SECTION 2. BACKGROUND.....	6
SECTION 3. INSTRUCTIONS TO OFFERORS.....	7
SECTION 4. MISCELLANEOUS.....	9
SECTION 5. PROTESTS.....	12
SECTION 6. SERVICES AND/OR ITEMS REQUIRED.....	12
SECTION 7. EVALUATION CRITERIA.....	18
SECTION 8. SELECTION PROCESS.....	19
SECTION 9. COOPERATIVE PROCUREMENT.....	20
SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.....	21
ATTACHMENT A: SAMPLE CONTRACT	22
EXHIBIT 1: SAMPLE CONTRACTOR/VENDOR'S INSURANCE REQUIREMENTS.....	36
EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE	42
ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST	43

COUNTY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR

Flexible Spending Account Administration and Health Reimbursement Account (HRA) for
the Roanoke County, Roanoke County Public Schools, and WVRJA

RFP NUMBER 2021-061

INTRODUCTION

The County of Roanoke, Virginia, is seeking proposals and qualifications from Offerors to provide Flexible Spending Account Administration and Health Reimbursement Account (HRA) Administration for the Roanoke County, Roanoke County Public Schools, and WVRJA in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 772.2020. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's Current Project Opportunities website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2020 or hhonaker@roanokecountyva.gov.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on February 15, 2021, in the Purchasing Division, County of Roanoke, and 5204 Bernard Drive SW, Suite 300- F Roanoke VA 24018. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such and four (4) copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation **“Flexible Spending Account Administration and Health Reimbursement Account (HRA) Administration for the Roanoke County, Roanoke County Public Schools, and WVRJA”, RFP No. 2021-061** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the County, at the originally scheduled hour.

The County of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The County of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the County of Roanoke, determined to be in the best interest of the County.

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9** of the County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on the County of Roanoke Purchasing Division's website under Current Project Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2061 to request a copy of the award notification.

Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Inquiries regarding this RFP should be directed to Heath Honaker, at (540) 283-8146 or via email at hhonaker@roanokecountyva.gov. Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Division.

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

Each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County. Contact Purchasing by phone at (540) 772-2061, or by email at hhonaker@roanokecountyva.gov.

Respectfully,

W.L. Heath Honaker
Purchasing Division Director

Date: January 26, 2021

County of Roanoke, Virginia
Request for Proposal No. 2021-061

Flexible Spending Account Administration and Health Reimbursement Account (HRA) Administration for the Roanoke County, Roanoke County Public Schools, and WVRJA

SECTION 1. PURPOSE.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide third-party flexible spending account and HRA administration services for the County of Roanoke (including the Roanoke Valley Resource Authority and Regional Center for Animal Care and Protection), Roanoke County Public Schools, and the Western Virginia Regional Jail Authority (the County) consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

Background Information for Offerors:

The effective date of the contract is July 1, 2021. These programs are currently administered by Flexible Benefit Administrators.

The County of Roanoke is acting solely as “Solicitation Agent” for those concerned and shall not be held liable for any costs, damages, et cetera incurred by any other employer in the event they separately enter into contract(s) with the successful Offeror(s) to this solicitation. Separate contracts shall be entered into between the participating Employers and the selected Offeror(s) to this solicitation in accordance with the evaluation and award criteria specified herein. Unless an exception is specifically noted, all sections of this RFP apply to all participating Employers.

The County, Schools, and Jail Authority have selected USI Insurance Services as our Consultant. Services of the consultant may include, but are not limited to, assisting the participating employers in the analysis of the programs; preparation of program specifications and criteria; the analysis and evaluation of proposal responses; and, preparation of final reports and recommendations for award(s). **There are no commissions paid on this program.**

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Heath Honaker at (540) 283-8146.
- B. Until such time that an award is published, direct contact with any County employee without the express permission of the Purchasing Manager or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.
- C. Prospective Offerors, sometimes referred to as providers, operators, Contractor/Vendors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the County of Roanoke, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B)

2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP. (See Attachment B)

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the County of Roanoke or has any

responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the County of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B)

4. Experience in providing the services and/or items requested by this RFP. (See Attachment B)

5. Price.

Prospective Offerors must submit the price such Offeror proposes to charge the County for providing the required services and/or items, including all fees and costs and how they are calculated. (See Attachment B)

6. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.

7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.

8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.

9. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment B)

10. The conditions, if any, of the proposal. (See Attachment B)

Prospective Offerors will explain the method of controlling, securing and maximizing revenues at the locations described in this RFP.

D. Each Offeror should provide the names, addresses, and telephone numbers of at least five (5) references in connection with supplying the services or items requested in this RFP, especially from other **local government** operations similar to those being requested in this RFP by the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number. (See Attachment B)

E. Also include any other materials you may want to submit as part of your proposal response.

F. Responses to this RFP must be in the prescribed format (Attachment B – Proposal Response and Checklist).

Offeror shall provide one redacted copy of its proposal fit for public dissemination; in the event the County must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire

proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

- G. The County may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The County has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The County is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the County.
- J. Each proposal must contain a completed and properly signed Fee Proposal Form, which form is contained in this RFP.
- K. Only the County will make news releases pertaining to this RFP or the proposed award of a Contract.
- L. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- M. Each Offeror is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Offeror must invoke the protection of Section 2.2-4342(F) 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 reason 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 may result in REJECTION of the proposal.

B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bid Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up via 'Notify Me' to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2020.

The County is not responsible for any RFP obtained from any source other than the County. Contact Heath Honaker by phone at 540-283-8146, or by email at hhonaker@roanokecountyva.gov.

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The County may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The County reserves the right to reject any proposal if the Offeror fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the County of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Offeror shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regard to law, code, or regulation compliance. The County reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractor/vendors, and subcontractor are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Virginia Public Procurement Act as well as the County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County's electronic procurement website.
- N. Insurance Requirements:
Successful Offeror, and any of its subcontractor, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds

required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractor, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the County may have.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the County Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

The following are the services and/or items that the successful Offeror will be required to provide to the County and should be addressed in each Offeror's proposal.

SCOPE OF WORK: The scope of work shall include but may not be limited to the criteria set forth below. **Outline in writing how these minimum services will be met.**

The following minimum services are to be performed:

1. Provide necessary, appropriate, consistent, and high-quality administrative services.
2. Provide legally compliant plan document, SPD and employee communication materials.
3. Provide necessary amendments and modifications to document and SPDs to ensure plan compliance.
4. Provide support and guidance to human resource staff related to questions and issues regarding administration of flexible spending accounts (FSA) and health reimbursement accounts (HRA).
5. Provide enrollment support by providing materials and attending open enrollment meetings to explain Flexible Spending Accounts if requested.

6. Provide a point of contact to Human Resources to be responsible for customer service, problem resolution, and expediting services related to overall performance of the contract.
7. Keep human resources staff informed regarding significant new compliance / legislative issues or topics of interest related to Section 125.
8. Provide the following:
 - Prepare and furnish eligible employees with communications material for enrollment purposes that define all covered expenses, limitations and exclusions, procedures for filing claims, and reimbursement procedures.
 - Provide salary reduction agreement.
 - Maintain central claims and membership files and records of claims reimbursements for each covered member.
 - Provide state-of-the-art tracking and claims payment services.
 - Furnish periodic statements and notices to participants reflecting their account balances; and provide participants with easy access during the plan year to their account balances, claims status, and claims reimbursement via website.
 - Provide participants with access to customer service representatives who will answer participants' questions concerning how the plans work and any questions concerning their accounts. Provide a toll-free customer service number for participants.
 - Direct deposit of reimbursements in participant bank accounts (as an option if participants request this service).
 - Perform discrimination testing.
 - Provide a combined FSA and HRA debit card free of charge.
 - Must accept the data feed file format and layout with no changes, and update eligibility files from each organization twice per month (the file for each organization is aligned with their payroll closing date). The following information is provided through the data feed process:

1st File:

- Eligibility File: Provides a listing of Flex participants, the plans in which they are enrolled, and the annual and per-pay-period election amounts.
- Includes SSN, Last Name, First Name, Middle Initial, Employee Address, Employee Date of Birth, Email, Phone, Status Change Date (if mid-year change, this will update), Plan Code (HRA, Medical, Dependent), Plan Start Date, Plan End Date, Annual Election, Per Pay Period election
- Format is a comma-delimited CSV file

2nd File:

- Contribution File: Generated with every payroll to communicate the exact amount that was collected via employee deductions during the pay period for the Flex Dependent and Flex Medical plans

- Includes SSN, Plan Code (1 for dependent, 2 for medical), and dollar amount
- Format is a fixed width txt file
- There is also a 3rd file which is sent at the beginning of the new plan year. This is the same layout as the 1st file described above.
- Must work with Roanoke County to incorporate new retiree HRA detail into the automated feed at the beginning of the new plan year. This information is currently a manual process.

9. Will you coordinate with the medical carrier for reimbursements or does the employee pay out of pocket expenses and file a claim for reimbursement?

10. What is the frequency of your reimbursements?

11. Do you provide direct deposit?

CURRENT PLANS

Flexible Spending Accounts

Current Administrator/Vendor:	Flexible Benefit Administrators
FSA Reimbursement Frequency:	Weekly
FSA Reimbursement Methods:	Weekly
Direct Deposit:	Optional to each participant
Payroll Schedule:	Bi-Weekly
Health Care FSA:	Annual Maximum: \$2,750 Annual Minimum: \$0 Rollover: \$550
Dependent Care FSA:	Annual Maximum: \$5,000 (\$2,500 if married and filing a separate tax return) Annual Minimum: \$0
Health Care Account Funding:	Pre-funded at beginning of plan year
Dependent Care Account Funding:	Per pay period from employee
Reimbursement Methods:	File traditional paper claim for reimbursement; or Pay with the Debit Card which is prepaid for health FSA at the beginning of the year. DCAP is not prepaid
Submission of FSA Claims at Plan Year End or Upon Termination of Participation in Plan:	Employees in the Health Care Flexible Spending Account or Dependent Care Flexible Spending Account for the full plan year have 90 days after the end

	of the plan year to submit a claim for expenses incurred the previous year. Employees who terminate participation in the Health Care or Dependent Care Spending Accounts have 90 days after the end of the plan year to submit claims for expenses that were incurred during the period of coverage and prior to termination of their coverage.
Eligibility for FSA	All full-time employees. Newly hired are able to participate the first of the month coinciding with or following date of hire. Qualifying event must enroll within 30 days of the event.

Health Reimbursement Account

Current Administrator/Vendor:	Flexible Benefit Administrators
HRA Reimbursement Frequency:	Weekly
HRA Contribution	\$500 for Single Enrollment \$1,000 for All other Medical Enrollment
HRA Reimbursement Methods:	File traditional paper claim for reimbursement; or Pay with the Debit Card which is prepaid at the beginning of the year.
Direct Deposit:	Optional to each participant
Payroll Schedule:	Semi-monthly

FEES

Below is a summary of the current number of accounts. Use these numbers for your pricing assumptions.

	County	Schools	WVARJ	Total
Total Benefit Eligible Employees	1,103	2,110	194	3,407
Total FSA Accounts	291	414	31	736
Total DCAP Accounts	15	36	2	53
Total HRA Accounts	872	1,455	169	2,496

Please indicate which services are optional and which ones are included as part of your standard contract (quoted as part of your standard fees shown in your proposal). Also indicate pricing for each component below. Indicate if fees below are charged one time only or will be charged annually, monthly, etc. If a component below is shown as a one-

time, annual, or monthly fee and it is not charged that way under your contract, please specify how will be charged.

Flexible Spending Accounts/Health Reimbursement Account	Fee / Answer
Minimum participation required	
Frequency of reimbursements	
One-time set-up fees	
Annual renewal fees	
Monthly per account fees:	
<i>Health Care Spending Account</i>	
<i>Dependent Care Spending Account</i>	
<i>Is this a per account or per participant charge?</i>	
HRA Fee	
Debit Card Fee	
Direct deposit fee	
Maintenance Fee	
Prepare and provide employee communication and election materials	
Maintenance fee	
Plan document preparation	
Communication materials	
Postage (indicate to what this would apply)	
Data entry of participant information	
Discrimination testing (indicate the frequency provided)	
Standard reports	
Ad hoc reports	
Support for human resource staff questions	
Other services (list these separately)	
Rate guarantee period	

QUESTIONNAIRE

Answer the following questions clearly and succinctly.

Account Management

1. From what office / location will this account be managed?
2. What is the name of the representative who would be in charge of this account?
3. How many other accounts do they manage?
4. Provide a proposed timeline for each step of the implementation process that includes the action, the party responsible, member of your account team responsible for each action, and the due date for completion of each action.

FSA Administration/HRA Administration

1. Do you coordinate with the third-party administrator to reimburse out of pocket expenses? Explain the process. Indicate if there is an additional fee to coordinate.
2. Explain your process for reimbursing claims through an HRA.
3. How are contribution adjustments handled?
4. What documentation is required for claims processing?
5. Describe your appeal process for denied claims.
6. What is the minimum claim payment, if any?
7. Does the system automatically pend claims which cannot be paid due to insufficient funds (Dependent Care Account)?
8. How are payment checks issued and from where are they mailed (if not direct deposited)?
9. What is your turnaround time on claims submitted for payment?
10. What safeguards are in place to prevent fraudulent checks being charged to a client's account?
11. How often are account statements issued?
12. How are participant inquiries regarding available account balance and claims in process handled?
13. Can you provide participants with account balance reports and annual accounting statements within 30 days of the end of the plan year?
14. What methods are available for a participant to submit a claim (fax, mail, electronically, etc.)?
15. Can each employee have the option of choosing direct deposit or check for reimbursement of claims or must this decision be made on a total group basis?
16. Describe the online services available to employees and to the HR staff.

17. Is there a minimum participation number or percentage required for each spending account?

18. If a participant has both an FSA and HRA, which funds are exhausted first?

Fees and Guarantees

1. Are your fees guaranteed beyond the first year?
2. Have you offered any performance guarantees with dollars at risk?
3. If you have offered performance guarantees, are the performance standards you are proposing guaranteed beyond the first year of your contract.
4. Explain your banking arrangements and requirements. In addition, outline your billing process and procedures (ACH electronic transfer of funds, etc.).
5. Is there a minimum monthly or annual fee charged (regardless of number of enrollees) for FSA administration?

Reporting

1. The County, Schools, and Jail Authority each require separate billing and reports. Payroll data is transmitted separately. Confirm that you are able to administer each FSA and HRA plan independent of the other entities.
2. Are standard reports issued? Briefly describe these reports and the frequency.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The County of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.

- B. Reasonableness/competitiveness of proposed fee and/or benefits to the County, although the County is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The County reserves the right to negotiate fees and/or benefits to the County with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the County's contract.
- E. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.
- G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- H. Offeror's willingness to accept the County's sample contract (Attachment A).

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(4) of the Code of Virginia, selection of the Offeror will be as follows:
 1. The County's designee shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses 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 projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, design, construction, life cycle cost, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
 2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional

qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.

3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County 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. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the County as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the County. The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the County.

C. 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 selection committee or person. 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. Oral presentations are strictly at the option of the County and may or may not be conducted.

D. The County reserves the right to make multiple awards as a result of this solicitation.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor/Vendor or the

public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP # 2021-061 contains terms and conditions that the County will include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the County and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

END

ATTACHMENT A: SAMPLE CONTRACT

**COUNTY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND
[VENDOR NAME]**

**FOR Flexible Spending Account Administration and Health Reimbursement Account
(HRA) Administration for the Roanoke County, Roanoke County Public Schools, and
WVRJA**

This Contract # **2021-061** is dated _____, 20____, between the County of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner", and

_____ (legal name and address of Contractor/Vendor)

hereinafter referred to as the "Contractor/Vendor," **{NOTE: Use one of the following if applicable.}** {a _____ corporation.} {an Individual.} {a _____ Partnership.} {a _____ Limited Liability Company.}

WITNESSETH:

WHEREAS, Contractor/Vendor has been awarded this nonexclusive Contract by the County for furnishing all equipment, materials, goods, labor, and services necessary for _____ and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

**NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR/VENDOR AGREE AS
FOLLOWS:**

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the County to the Contractor/Vendor for the Work provided for in this Contract to be performed by the Contractor/Vendor, the Contractor/Vendor hereby covenants and agrees with the County to fully perform the services, provide any materials called for to construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).

Project: 2020-061

RFP for Flexible Spending Account Administration
Revised 8/2019

3. Proposal Submitted by Offeror and dated (Exhibit 4). **(To be included after selection of Successful Offeror.)**
4. Request for Proposal No. 2021-061, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the County documents and this Contract will control over any Contractor/Vendor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The County agrees to pay the Contractor/Vendor for the Contractor/Vendor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the County, and the Contract amount may be decreased by the County's assessment of any damages against the Contractor/Vendor, as may be provided for in this Contractor/Vendor or by law, and the County retains the right of setoff as to any amounts of money the Contractor/Vendor may owe the County. However, Contractor/Vendor further acknowledges and agrees that any request for Contractor/Vendor to perform Work under this Contract is in the sole discretion of the County and that there is no guarantee of any minimum amount of Work that may be requested by the County and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract shall be for one (1) year, from [Click here to enter a date.](#), through [Click here to enter a date.](#), at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the County.
- B. By mutual agreement of the parties, the contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within ten (10) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within ten (10) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Contractor/Vendor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the County representative to the Contractor/Vendor, and the Contractor/Vendor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor/Vendor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterrupted at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor/Vendor will cooperate and coordinate with the other County Contractor/Vendors or employees doing other work or using the area where Contractor/Vendor is working.

SECTION 5. PAYMENT.

- A. The County and Contractor/Vendor agree that the County will only pay the Contractor/Vendor for time actually spent and materials actually provided on the Project requested and accepted by the County. Invoices for services rendered and accepted shall be submitted by Contractor/Vendor directly to the payment address of the requesting County department/division. Payment of such invoices shall be the responsibility of the department/division.
- B. The County agrees to pay Contractor/Vendor for the Contractor/Vendor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The County retains the right to setoff as to any amounts of money Contractor/Vendor may owe the County. A written progress report may be requested by the County to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the County and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the County, all of which need to be approved and accepted by the County prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received by the County, the County will process such payment request. If there are any objections or problems with the payment request, the County will notify the Contractor/Vendor of such matters. If the payment request is approved and accepted by the County, payment will be made by the County to the Contractor/Vendor not more than 30 days after such request has been approved.
- C. The terms of this Contract provide for Vendor to remit a certain portion of its gross sales proceeds from sales of Vendor's product on County owned or leased property to the County. County shall have the right to conduct an annual audit of Vendor's revenues as part of a true-up process to ensure

SECTION 6. SALES TAX EXEMPTION.

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9. This tax-exempt status does not transfer to the Contractor/Vendor for any taxes associated with the work under this Contract.

The County's tax-exempt status shall not inure to the benefit of Vendor. Vendor shall be liable for all applicable local, state and federal taxes that may arise or be due under this Agreement.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor/Vendor until the items have been delivered to County personnel making the request and accepted by the County. The risk of loss shall also be on the Contractor/Vendor during the return of any items to the Contractor/Vendor. Title to the items shall pass to the County upon receipt and acceptance of such items by the County.

SECTION 8. INSPECTION.

The County shall have a reasonable time after receipt of items/services provided and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the County do not fully conform to the provisions hereof, the County shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor/Vendor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor/Vendor agrees that all items provided to the County will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor/Vendor shall use reasonable commercial efforts to assist the County in processing warranty claims against a manufacturer. Contractor/Vendor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like Contractor/Vendors in Virginia. Further, Contractor/Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor/Vendor agrees that Contractor/Vendor shall repair or replace, at Contractor/Vendor's sole expense, and to the satisfaction of the County, any items, material, equipment, or part of the item that is found by the County to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR/VENDOR.

The Contractor/Vendor agrees that Contractor/Vendor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor/Vendor's payment to other entities and the Contractor/Vendor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor/Vendor by the County. Contractor/Vendor further agrees that the Contractor/Vendor shall indemnify and hold the County harmless for any lawful claims resulting from the failure of the Contractor/Vendor to make prompt payments to all persons supplying the Contractor/Vendor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the County may, in the County's sole discretion, after providing written notice to the Contractor/Vendor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the County determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor/Vendor shall indemnify and hold harmless the County and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out the negligence acts or omissions of Contractor/Vendor, or its employees, agents, assigns or subcontractor on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor/Vendor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor/Vendor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor/Vendor further agrees that Contractor/Vendor does not and shall not during the performance of its Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR/VENDOR.

The relationship between Contractor/Vendor and the County is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor/Vendor shall, at all times, maintain its status as an independent Contractor/Vendor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor/Vendor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractor/vendors. Contractor/Vendor will be responsible for all actions of any of its subcontractor/vendors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor/Vendor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year covered by this Contract. The County, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor/Vendor. This includes the County's right to audit and/or examine any of the Contractor/Vendor's documents and/or data as the County deems appropriate to protect the County's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor/Vendor and any of its subcontractor/vendors for this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage set forth in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor/Vendor's employees. Such insurance coverage shall be obtained at the Contractor/Vendor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor/Vendor under this Contract. Additional insured endorsements, if required, must be received by the County within 30 days of the execution of this Contract or as otherwise required by the County's Risk Manager.

SECTION 16. DEFAULT.

If Contractor/Vendor fails or refuses to perform any of the terms of this Contract, which includes providing poor services, work or materials, the County may, by written notice to Contractor/Vendor, terminate this Contract in whole or in part. In addition to any right to terminate, the County may enforce any remedy available at law or in equity in connection with such default, and Contractor/Vendor shall be liable for any damages to the County resulting from Contractor/Vendor's default. The County further reserves the right to immediately obtain such work or services from other entities in the event of Contractor/Vendor's default.

SECTION 17. NONWAIVER.

Contractor/Vendor agrees that the County's waiver or failure to enforce or require performance of any term or condition of this Contract or the County's waiver of any particular breach of this Contract by the Contractor/Vendor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor/Vendor and does not bar the County from requiring the Contractor/Vendor to comply with all the terms and conditions of the Contract, and further does not bar the County from asserting any and all rights and/or remedies it has or might have against the Contractor/Vendor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke County Circuit Court, or in the Roanoke County General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair and customary meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

A. During the performance of this Contract, Contractor/Vendor agrees as follows:

- i. Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor/Vendor. Contractor/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. Contractor/Vendor in all solicitations or advertisements for employees placed by or on behalf of Contractor/Vendor will state that Contractor/Vendor is an equal opportunity employer.

- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor/Vendor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor/vendor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor/Vendor agrees to (i) provide a drug-free workplace for Contractor/Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the 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 Contractor/Vendor that Contractor/Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor/vendor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Vendor, 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.

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the County does not discriminate against faith-based organizations.

SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT CERTIFICATION OF CONTRACTOR/VENDOR

The Contractor/Vendor certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses; other felony offenses or misdemeanor sex offenses within the past ten years. Upon request by the Schools, Vendor shall provide specific documentation to verify that it has conducted requisite criminal conviction checks on its employees, agents, sub-Contractor/Vendors, and assigns. Schools reserve the right to remove or deny entrance to any employee, agent, sub-Contractor/Vendor, or assign of Vendor when School determines, in its sole discretion, that such person poses a risk to health or safety of others on School property.

The Contractor/Vendor further understands and acknowledges (1) that if he or his agents makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Contractor/Vendor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to Roanoke County and the Roanoke County School Board. Data and Conviction information will be requested before the County of Roanoke/Schools enters into a contract / when required.

SECTION 24. ASSIGNMENT.

Contractor/Vendor may not assign or transfer this Contract in whole or in part except with the prior written consent of the County. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor/Vendor from any of the covenants or undertakings contained in this Contract and the Contractor/Vendor shall remain liable for the Contract during the entire term thereof.

SECTION 25. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Contractor/Vendor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor/Vendor. A written decision upon any such claims will be made by the Board of Supervisors or its designee (hereafter "BOS"). The Contractor/Vendor may not institute legal action prior to receipt of the County's decision on the claim unless the BOS fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the BOS shall be final and conclusive unless the Contractor/Vendor within six (6) months of the date of the final decision on a claim or from expiration of the 90-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the County to render a decision within said ninety (90) calendar days shall not result in the Contractor/Vendor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said ninety (90) calendar days shall be Contractor/Vendor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

SECTION 26. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 27. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 28. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 29. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 30. NOTICES.

All notices must be given in writing and shall be deemed valid if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To County: County of Roanoke
Human Resources
Attn: Anita Hassell
5204 Bernard Drive, SW, Suite 300-A
Roanoke, Virginia 24018-2020

Email: AHASSELL@roanokecountyva.gov

Copy to: County of Roanoke
Purchasing Division
Attn: Heath Hoaner
5204 Bernard Drive, SW, Suite 300-F
Roanoke, Virginia 24018-2020

Email: hhonaker@roanokecountyva.gov

If to Contractor/Vendor: _____
Attn: _____, President/CEO

Email Address: _____

Phone: _____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 31. PROTECTING PERSONS AND PROPERTY.

The Contractor/Vendor expressly undertakes both directly and through its subcontractor/vendors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor/Vendor's operation in connection with the Work. The Contractor/Vendor will maintain adequate protection of all Contractor/Vendor's Work to prevent damage to it and shall protect the County's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor/Vendor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the County or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the County shall be the responsibility of the Contractor/Vendor. Contractor/Vendor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 32. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor/Vendor agrees that the County may terminate this Contract on seven (7) days written notice to Contractor/Vendor, without any penalty or damages being incurred by the County. Contractor/Vendor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.

The County, at any time, may order Contractor/Vendor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor/Vendor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the County all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor/Vendor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor/Vendor to fulfill any of its Contract obligations, the County may take

over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor/Vendor shall be liable to the County for any damages allowed by law, and upon demand of County shall promptly pay the same to County.

2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor/Vendor, the Contractor/Vendor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the County and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and County may pursue any and all such rights and remedies against Contractor/Vendor as it deems appropriate.

SECTION 34. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, Contractor/Vendors, and subcontractor/vendors are applicable to this Contract.

SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor/Vendor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a Contractor/Vendor 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 Title 13.1 or Title 50 or as otherwise required by law. Contractor/Vendor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The County may void the Contract if the Contractor/Vendor fails to remain in compliance with the provisions of this section.

SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor/Vendor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor/Vendor to the County and all such items shall become the sole property of the County. The Contractor/Vendor agrees that the

County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from Contractor/Vendor. Contractor/Vendor hereby transfers and assigns all such rights and items to the County. Contractor/Vendor further agrees Contractor/Vendor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor/Vendor also warrants that Contractor/Vendor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 37. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

(Full Legal Name of Consultant/Contractor/Vendor)

By _____

Printed Name and Title

ROANOKE COUNTY BOARD OF SUPERVISORS

By _____

W.L. Heath Honaker Purchasing Division Director

Approved as to execution:

County Attorney/Assistant County Attorney

CONTRACT 2021-061
BETWEEN COUNTY OF ROANOKE AND [VENDOR NAME]
FOR Flexible Spending Account Administration and Health Reimbursement Account
(HRA) Administration for the Roanoke County, Roanoke County Public Schools, and
WVRJA

EXHIBIT 1: SAMPLE CONTRACTOR/VENDOR'S INSURANCE REQUIREMENTS

REFERENCE: RFP # 2021-061

INSURANCE REQUIREMENTS SECTION

The Contractor/Vendor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor/Vendor nor any subcontractor/vendor shall commence work under this Contract until the Contractor/Vendor has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Contractor/Vendor confirms to the County that all subcontractor/vendor have provided Contractor/Vendor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor/Vendor, including all subcontractor/vendor, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor/Vendor shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor/Vendor shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The County and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor/Vendor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor/Vendor and any subcontractor/vendor under this Contract).

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor/Vendor under this Contract, to the County and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor/Vendor and any subcontractor/vendor under this Contract).

However, if B (1) or (2) cannot be provided, the County's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The County of Roanoke shall also be named as the Certificate Holder.

C. **The following insurance coverages and limits are required in order to provide services or materials to Roanoke County general government agencies and the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.**

The Successful Offeror shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as an additional insureds, by endorsement on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the County of Roanoke and/or Roanoke County Public Schools may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the County of Roanoke and/or Roanoke County Public Schools along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

(1) Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

(2) **Commercial General Liability - Combined Single Limit**

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

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

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

Compliance by the Contractor/Vendor with the foregoing requirements as to carrying insurance shall not relieve the Contractor/Vendor of their liabilities provisions of the Contract

D. Contractual Liability covers the following indemnity agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County or School Division's sole negligence."

E. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Consultant/Contractor/Vendor for default.

F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor/Vendor, and/or its subcontractor/vendor, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor/Vendor's interest or liabilities, but are merely minimums. The obligation of the Consultant/Contractor/Vendor, and its subcontractor/vendor, to purchase insurance shall not in any way limit the obligations of the

Consultant/Contractor/Vendor in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.

- G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- H. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.
- I. The certificate holders on the Accord form Certificates of Insurance shall be:

County of Roanoke Projects:

Roanoke County Board of Supervisors
5204 Bernard Drive, Suite 300F
Roanoke, VA 24019-0798
Attn: Purchasing Dept.

Roanoke County Public Schools Projects:

Roanoke County School Board
5937 Cove Road,
Roanoke, VA 24019
Attn: Purchasing Dept.

WVRJA:

Western Virginia Regional Jail
5885 W River Rd
Salem, VA 24153
Attn: Purchasing Dept.

J. Claims Made Policies

If the liability insurance purchased by the Offeror has been issued on a "claims made" basis, the Offeror must comply with the following additional conditions. The limits of

liability and the extensions to be included as described previously in these provisions, remain the same. The Offeror must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work under this Contract, or
- (2) Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

BOND REQUIREMENTS SECTION

The Contractor/Vendor shall comply with the bond requirements set forth in the Contract, including the items set forth below:

- A. Except in cases of emergency, all bids for construction contracts shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.
 - (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
 - (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.
 - (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
 - (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime Contractor/Vendor, such Contractor/Vendor shall furnish:
 - i. Performance bond in the sum of the contract amount.
 - ii. Payment bond in the sum of the contract amount.
 - (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the County.
 - (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

END

CONTRACT 2021-061
BETWEEN COUNTY OF ROANOKE AND VENDOR NAME
FOR Flexible Spending Account Administration and Health Reimbursement Account
(HRA) Administration for the Roanoke County, Roanoke County Public Schools, and
WVRJA

EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE

REFERENCE: RFP# 2021-061

The services, work, and/or items that the Contractor/Vendor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final scope of services will be negotiated with the Selected Offeror.

RFP No. 2021-061

ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

I. General Information

Offeror's (Legal Business) Name: _____

Doing Business As (If Different Name): _____

Person to Contact Regarding this RFP (Name): _____

Telephone Number: (____) _____

Email Address: _____

Check type of organization:

Corporation

Partnership

Sole Proprietor (Individual)

Other (describe) _____

If Sole Proprietor (individually owned), number of years in business: _____

Have you ever operated under another name? Yes No

If yes -

Other name: _____

Number of years in business under this name: _____

State license number under this name: _____

II. Organization of Firm

The Offeror should submit as **Attachment 1** to their proposal, at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

III. Financial Condition of Offeror

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

IV. Experience

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

V. References

Each Offeror should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

VI. Conditions of Offeror's Proposal

Offeror shall submit as **Attachment 5**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment A to the RFP).

VII. Conflict of Interest

____ Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the County of Roanoke or has no responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. (Initial above.)

OR

State the complete name and address of each such person and their connection to the County of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

Name

Address

VIII. Convictions and Debarment

If you answer yes to any of the following, state on **Attachment 6** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
 - a. ever been found guilty on charges relating to conflicts of interest?
Yes No

2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?
Yes No

b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?
Yes No

IX. Compliance

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 7**.

1. Has your organization:

a. ever been terminated on a contract for cause?

Yes No

X. Confidential & Proprietary Information

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP).

Page Number	Section	Description of Confidential and/or Proprietary Information
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

Attachments:

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

Signature Page (Pg. 2) of RFP _____

Direct Contact with Students Form _____

Removable Media Containing
Redacted Version of Proposal _____

Attachment B (Proposal Response
And Checklist) to RFP 2021-061 _____

1. Organization of Firm _____
2. Financial Reports _____
3. Experience _____
4. References _____
5. Conditions of the Proposal (If Applicable) _____
6. Debarment Explanation (If Applicable) _____
7. Compliance Explanation (If Applicable) _____

Direct Contact with Students Form

Name of Offeror: _____

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the Contractor/Vendor, his employees or subcontractor/vendor to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the Contractor/Vendor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

As part of this submission, I certify that the employees of, or subcontractor/vendor to, the above-mentioned Contractor/Vendor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractor/vendor for the duration of the contract.

Signature of Authorized Representative

Printed Name of Authorized Representative

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

Date