



Powhatan County

Request for Proposal (RFP): Benefit Consulting Services RFP 2020-01

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

DATE OF THIS REQUEST: September 30, 2020

DESCRIPTION: Benefits Consulting Services

CONTRACT TERMS: One-year term with the option of up to five (5) additional one-year terms

PROPOSAL DEADLINE: Proposals will be received until 2:00 p.m. local prevailing time (LPT) on October 20, 2020.

SUBMISSION: Proposals will be accepted in two formats:

- A. Five (5) copies of the proposal and one (1) original (clearly marked “ORIGINAL”) for a total of six (6), and a digital copy of the original and if the Offeror invokes proprietary protection on any portions of the proposal then a digital copy of the redacted version removing all such protected information, both on a USB drive shall be submitted and clearly marked in the lower left corner as follows:**

RFP#: 2020-01

RFP FOR: Benefits Consulting Services

DUE: October 20, 2020 AT 2:00 p.m. LPT

Proposal must be submitted to:

Powhatan County Finance Department 3834 Old Buckingham Road, Suite B Powhatan, VA 23139

- B. Proposals by email**

Signed submissions will be accepted electronically in PDF format and emailed to Charla Schubert, Finance Director at cschubert@powhatanva.gov. Subject line must be RFP#: 2020-01 and email body must contain:

RFP#: 2020-01

RFP FOR: Benefits Consulting Services

DUE: October 20, 2020 AT 2:00 p.m. LPT

Proposals must be submitted by the date and time stated above or they will remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the offeror to ensure timely and correct delivery of proposal.

Contact Information:

Questions concerning this RFP should be submitted in writing via mail or email to:

Charla Schubert, Finance Director
3834 Old Buckingham Road, Suite B
Powhatan, VA 23139

or

Email: cschubert@powhatanva.gov

I. Purpose

Powhatan County, Powhatan County Public Schools and Powhatan County Department of Social Services (hereinafter referred to as “the County”) are seeking a qualified firm to provide benefit consulting to include assistance with benefit design, bidding and evaluation, contract negotiation, on-going evaluation and plan modification and other services as required to obtain and maintain a competitive benefits program.

The County seeks a benefit plan that can be adjusted annually based on experience as well as one that can easily adapt to changes in market conditions and regulations. Therefore, the County is interested in a firm with a demonstrated record of taking a creative, innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility.

II. Background

The County (including Social Services) currently employs 166 full-time and approximately 79 seasonal and part-time employees. The number of employees currently enrolled in the County’s health insurance plans is 175. The Powhatan County School Board currently employs 630 full-time employees and approximately 25 benefit eligible part-time employees. The number of employees currently enrolled in the School’s health insurance plans is 442.

The County is seeking a licensed and qualified consultant to assist with daily benefits and to ensure affordable, cost effective and competitive benefit plans are offered to County employees. The County’s health insurance plan with The Local Choice (TLC) is renewed through June 30, 2021. TLC is a Commonwealth of Virginia health benefits program created by the Virginia General Assembly in 1989. The County currently offers the Key Advantage 250, Key Advantage 500, and High Deductible plans. The plan year runs concurrent with the fiscal year from July 1 through June 30 each year. Open enrollment typically occurs during the month of April or May with changes effective with the new plan year on July 1. **FY2021 Rates for the three medical plans (which include dental and vision) are provided in Attachment 1 and 2. Please note the County and the Schools have the same total premium rates, but different employer and employee rates.**

Additional employee benefits include retirement benefits through the Virginia Retirement System (VRS), ICMA-RC, and Nationwide Retirement Solutions; local disability benefits for VRS Hybrid Plan employees through VACORP/Anthem Life; life insurance benefits through Minnesota Life; and supplemental health benefits through Health Equity, Allstate and AFLAC. Additionally, the County allows early retirees (retirees not yet eligible for Medicare) to participate in the County’s early retiree health insurance group at their own cost. The Schools allow early retirees to participate at shared rates.

The County’s intent is to hire a consultant who is an independent, unbiased consultant not affiliated with any institution that may bid for services. It is also the intent of the County and Schools to use the same consultant. However, both County and Schools have the right to independently accept or reject proposals and independently award a contract to the winning proposer.

III. Scope of Services

A. Required Consulting Services

The County requires a consultant who is not affiliated with any insurance company, third party administrative agency or provider network. The consulting firm must have experience in providing insurance and employee benefit consulting services for public service employers in the State of Virginia. The following services are to be included in the proposal:

- A. Evaluate all the County's current employee benefit plans including plan design, utilization, access and cost.
- B. Identify the proper employer and employee contribution amounts to match the County's current economic means.
- C. Identify methods to reduce risk and administrative costs for the County including but not limited to claims analysis, plan design, training, electronic enrollment, cost distribution, wellness programs, etc.
- D. Make recommendations for new or changes to current benefit plans based on state and national markets, expert knowledge and the financial constraints of the County.
- E. Deliver a report of recommendations in both a detailed, high level format for County staff and Board of Supervisors members, and School Board members, as well as a less detailed, more easily understandable format for County employees and the public.
- F. As requested, make presentations to the leadership and membership of applicable organizations to present and explain the recommendations.

B. Required Administrative Services

The County expects that a single contact person will be available to answer questions and resolve issues within a reasonable turn-around time (one business day for routine questions with the ability to escalate issues to be answered within the hour) and that a back-up person is available to assist if the assigned contact person is unavailable.

Timeliness is important and the County expects all agreed upon deadlines to be met. All records will be maintained for five years from contract termination.

The proposal should also include, but not be limited to, the following on-going services:

1. Provide benefits information to enable the County to make effective decisions in developing an Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.
2. Recommend alternative Benefit Plans designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.
3. Provide accurate and timely information on health benefits issues, trends, possible new benefits, and proposed or new legislation.
4. Track and report progress of Benefit Plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of Benefit Plan performance e.g. Health Care Plan -- Premiums vs. Claims.
5. Review the County Employee Benefits Program on a continuing basis to ensure that the Plans are in compliance with government regulations.
6. Provide consultation and guidance for all Benefit Plans.
7. Provide consultation and guidance for governmental mandates such as FMLA, COBRA, HIPAA, ADA, USERRA, ACA, etc.
8. Advise and assist the County with required Benefit Plan communications to employees annually, during benefits enrollment and as regulatory changes occur.
9. Advise and assist the County as necessary or requested in developing, implementing and conducting the annual benefit sign up (open enrollment).
10. Assist with resolution of specific claims when requested by the County.
11. Provide forecasted estimates of future renewal rates and assist County staff in preparation of budget and expenditure projections for benefits.
12. Evaluate appropriateness of alternative financing mechanisms such as employee contributions and conventional insurance. Recommend and assist in structuring various retention levels, stop-loss limits, etc.
13. Recommend and assist in structuring employer/employee contribution levels, various retention levels, stop-loss limits, etc.

14. Assist and advise the County in drafting, reviewing, issuing, evaluating and negotiating request for proposal for contract renewals (includes identification of appropriate markets, review for accuracy of coverage, compliance, terms and conditions).
15. Analyze vendors' proposals and provide a written assessment based upon the County's selection criteria and timeframe.
16. Work in coordination with the County to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the County's RFP process and/or at any time during the contract period.
17. Assist the County in the implementation of the benefits programs, including attendance at Board of Supervisors meetings and School Board meetings, employee communication, benefit program presentations, and open enrollment meetings.
18. Provide timely notification of and assistance with understanding and implementing new updated or revised benefits, laws, regulations and programs including alerting the County regarding any employee communication deadlines or communication issues, and provide sample documents that may be used to notify employees and/or retirees of any of these changes.
19. Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulation and programs as they relate to plan documents or contracts.
20. Provide on-going analysis regarding accuracy of vendor billing, eligibility, claims, benefit research questions, and administration.
21. Review agreements for accuracy to verify that vendor has agreed to all negotiated terms and service changes and continues to comply with all negotiated contract terms.
22. Prepare competitive analysis of benefit plans with surrounding and similar jurisdictions as part of the annual renewal.
23. Assist the County in management of benefit related programs, such as, but not limited to, Government Accounting Standards Board relations and Early Retiree Reinsurance Program (ERRP).
24. Participate in face-to-face meetings as needed or requested (quarterly at a minimum). During COVID-19 pandemic virtual meetings are acceptable to limit contact.

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

IV. OFFEROR MINIMUM QUALIFICATIONS

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

1. Demonstrated experience with Virginia local governments and school divisions related to benefits consulting with the Local Choice Plan within the past 3 years. Experienced services include assistance with plan cost projections, benefit design, bidding and evaluation, contract negotiation, on-going evaluation and plan modification, proactive assistance with information and solutions on relevant compliance topics such as ACA, and other services required to obtain and maintain a competitive benefits program.
2. Offerors must be licensed to do business in the Commonwealth of Virginia.

County may make such reasonable investigations as deemed proper and necessary to determine the ability of Offeror to perform the Work and/or furnish the item(s) and Offeror shall furnish to County all such information and data for this purpose as may be requested. County reserves the right to inspect Offeror's capabilities. County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, Offeror fails to satisfy County that

Offeror is properly qualified to carry out the obligations of the contract and to complete the Work and/or furnish the items contemplated therein.

V. PROPOSAL FORMAT AND CONTENT

Proposals should be as concise as possible and include only necessary information, tables, illustrations, photographs, etc. needed to adequately convey the requested information. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. 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 Freedom of Information Act.

Proposal shall be limited to a maximum of 25 pages (front and back acceptable and excludes tabs) using no less than a 12-font size. Proposal content shall contain the following information in the order provided below:

- A. Title Sheet. Furnish the information requested on the **Signature Sheet in Section VIII of this document** of this solicitation and include it as the first page of your proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. Acknowledge all addenda, if any.

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

- B. Proposed methodology and time frame for addressing the County's needs:
1. Describe how your organization participates in developing a strategic employee benefit plan with your clients.
 2. Describe how your organization would assist the County with the daily administration of employee benefits, COBRA administration and administration of the early retiree group, including software to be utilized.
 3. Describe how your organization would assist the County in selecting new employee benefit vendors, include how your company's experience and expertise would benefit the County.
 4. Describe your organization's involvement in the annual review process, including information regarding process timeframes, negotiation of rates and vendor selection.
 5. Describe the process of providing planned recommendations to your clients.
 6. Describe the training resources your organization provides to assist clients in educating and training their staff.
- C. Example and description of the type of advisory services provided to other clients: Provide sample documents and/or reports, which shall include but not be limited to Work Plan, Strategic Planning Report, Claims Experience Audit Report, etc.
- D. References/Experience:
1. State whether the organization is national, regional or local. Identify headquarters and nearest office and identify the office which will serve as the managing office for the work.
 2. Provide a list of Virginia local government and school board benefit consulting clients for the past fiscal year (FY2020) and two preceding fiscal years. Indicate the type(s) of services performed and the number of years served for each. Include history of accuracy in forecasting renewals costs. Provide the name of a reference and the individual's telephone number for each local government and school board.
 3. If subcontractors or special consultants will be used, identify them, and provide references.
- E. Staffing:
1. Provide the names, titles, qualifications, degrees, certifications, resumes and licenses of key employees, consultants, and sub-consultants proposed to be involved in the goods or services to be provided. Include a list of projects recently completed. Show only experience directly related to their assigned duties as related to the services to be provided. Show continuing education for assigned staff.

2. The firm also should provide information on the benefit consulting experience of each person, including information on relevant continuing professional education for the past five (5) years and membership in professional organizations relevant to the performance of the work. Include qualifications of any subcontractors or special consultants to be used for the work in the proposal.
- F. Cost: Fees for services and all other anticipated costs are to be included with your proposal response, regardless of whether the County or some other party pays the fees. Provide a list of hourly rates for all personnel proposed to be assigned work under this contract. If you anticipate using any subcontractors in this contract, include their proposed fees (hourly rates and other charges).
- G. Insurance: A description of insurance carried, detailing limits of liability insurance.
- H. Additional Items Required:
1. Certification of Non-Collusion (Attachment A)
 2. Virginia State Corporation Commission Registration (Attachment B)
 3. Proprietary Information Identification (Attachment C)
 4. W-9 Form
- I. Other Information: Include other relevant information Offeror deems necessary to describe its qualifications to provide the services or goods needed to successfully complete the Scope of Services or which Offeror deems relevant to its selection.

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

VI. PROPOSAL EVALUATION CRITERIA AND AWARD:

The proposal review committee will be using a numerical scoring system, and the following criteria to evaluate and rank the proposals submitted:

- A. **Qualifications/Experience: (40 points)** The prior experience and reputation of the firm in benefit consulting services with Virginia local governments and school boards. Longevity, financial strength, number of employees and number of staff who would be dedicated to Powhatan County. Past record of performance with Virginia school divisions and local government clients including quality of work, timelines, accuracy in forecasting renewals and cost control. The professionalism, ability, experience, and continuity of the proposed staff/consultants to be assigned to the project including the capability of the required staff and consultants to perform the services.
- B. **Ability and Methodology: (40 points)** Demonstrated understanding of employee benefits laws and regulations and other laws and regulations relevant to each service to be provided in the scope of services. The ability, capacity, and skill of the individual or firm to perform the work described herein in a manner consistent with County goals and standards, methodology to be used in performing the work (i.e. approach).
- C. **Cost: (20 points)** Fees for services and all other anticipated costs are to be included with your proposal response. Provide a list of hourly rates for all personnel proposed to be assigned work under this contract. If you anticipate using any subcontractors in this contract, include their proposed fees (hourly rates and other charges).

AWARD: The Evaluation Committee will independently read and rate each proposal. The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County of Powhatan shall select the offeror which in their opinion has made the best proposal and shall award the contract to that offeror. Should the County of Powhatan determine in writing and in their 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.

VII. Reporting and Delivery Instructions

A. INSTRUCTIONS TO OFFERORS

Proposals must be submitted in an envelope with the outside marked in the lower left-hand corner or via email as instructed on page one as follows:

**RFP# 2020-01 BENEFITS CONSULTING SERVICES
FOR: BENEFITS CONSULTING SERVICES
DUE: October 20, 2020**

1. All proposals must remain valid for 90 days from opening date.
2. Proposals will be time-stamped upon receipt and kept unopened in a secure location until opening.
3. No consideration will be given to date of postmark.
4. Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq). Proposals shall not be available for inspection by offerors until interviews, if scheduled, are completed. After award, all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if Offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. **Redacted copies, clearly marked for proposals containing proprietary or confidential information, shall be submitted with proposals.**
5. County will assume no responsibility for oral instruction or interpretation. Any question regarding the procurement solicitation shall be in writing (electronic transmission is preferred) and directed to **Charla Schubert, Finance Director. Questions must be received by 12:00 noon on October 13, 2020.** Questions submitted beyond the time specified above may be left unanswered if enough time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any material change will be submitted to all Offerors through issuance of an addendum. Addenda will be posted on the County website at www.powhatanva.gov and eVA at www.eva.virginia.gov. Any contact with any County representative concerning this RFP is prohibited, except as outlined above. Such unauthorized contact may disqualify a firm from this procurement.
6. Each Offeror shall be prepared, if requested by County, to present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract.
7. Proposals shall be signed by an authorized representative of Offeror. All information requested should be submitted. Failure to submit all information requested may result in County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially

incomplete or lack key information may be rejected by County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

8. County reserves the right to reject any and all proposals and waive all informalities. In the event County rejects all proposals, County may readvertise or make the purchase on the open market.
9. Each Offeror shall submit a completed W-9 form with its offer. In the event of contract award, this information is required in order to issue purchase orders and payments to the firm. A copy of this form can be downloaded from www.irs.gov/pub/irs-pdf/fw9.pdf.
10. Any Offeror organized or authorized to transact business in Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia **MUST** include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Offeror not required to be authorized to transact business in Virginia as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law **MUST** include in its bid or proposal a statement describing why Offeror is not required to be so authorized. Any Offeror failing to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement Virginia Code § 2.2-4311.2 is granted by the County Administrator. County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of Virginia Code § 2.2-4311.2.
11. As used in this RFP, the terms “must,” “shall,” “should,” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. The inability of Offeror to satisfy a “must” or “shall” requirement does not automatically remove Offeror from consideration; however, it may seriously affect the overall rating of Offeror’s proposal.

B. GENERAL TERMS AND CONDITIONS

1. **GENERAL:** Proposals and contracts with the County of Powhatan and its officials, departments, and employees are governed by the Virginia Public Procurement Act, Sections 2.2-4300 – 2.2-4343 et seq of the *Code of Virginia*, as amended, and the ordinances of the County of Powhatan. In the event of an inconsistency or conflict between the Provisions of this solicitation, Contract or other incorporated document, or the County’s Ordinances and Policies and State Procurement Law, any inconsistencies or conflicts shall be resolved by giving precedence to the following documents in the following order:
 - a. The Virginia Public Procurement Act
 - b. Ordinances and Policies of the County of Powhatan
 - c. Specifications of this Request
 - d. The Contract
 - e. Provisions of this Request
 - f. Instructions to Offerors

The following general information is provided to all Offerors to facilitate the preparation of suitable proposals for the goods, insurance or services identified in this Request, and the requirements set forth shall be binding upon all Offerors.

The County will assume no responsibility for oral instructions, suggestion or interpretation. Where questions and discussions prior to proposal opening disclose a need for additional information or amendments, appropriate addenda to the request will be prepared and distributed so that all Offerors will be proposing based upon the same information and specifications.

The County may extend the due date and time for receipt of proposals if it believes it is necessary or in the best interests of the County. Any extension of the date and time for receipt of proposals other than when the County is closed unexpectedly will be made by issuance of an addendum to this RFP. In a situation where the County is closed unexpectedly on a due date, the proposals will be opened at the same time and place the next County business day. The County reserves the right to reject any and all proposals and waive any

informality or technical defect if, in its sole judgment, the best interest of the County will be served as specified in Virginia code Section 2.2-4319.

2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation or dispute arising out of the contract resulting from the RFP, its interpretations, or its performance shall be litigated only in the Powhatan County General District Court or the Circuit Court of the County of Powhatan, Virginia. The contractor shall comply with all applicable federal, state and local laws, codes, and regulations, including but not limited to, Virginia Department of Labor and Industry's §16VAC25-220, Emergency Temporary Standard Infectious Disease Prevention: SARS-CoV-2 Virus That Causes COVID-19, and Powhatan County's pandemic operational policies and procedures, such as social distancing and face covering requirements, where applicable.
3. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the *Virginia Public Procurement Act*. If the award is made to a faith based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 11-35.1E)

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except if there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **COOPERATIVE PROCUREMENT:** If authorized by Virginia Code § 2.2-4304, this procurement is being conducted on behalf of and may, with Offeror's consent, be used by public bodies, agencies, institutions, and localities.
5. **ETHICS IN PUBLIC CONTRACTING:** This Request for Proposals incorporates by reference any applicable state or federal law related to ethics, conflicts of interest, or bribery, including the Virginia Conflict of Interests Act, the Virginia Governmental Frauds Act, and the Virginia Code. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially

equal or greater value was exchanged. Offerors shall complete and submit the attached Certification of No Collusion (Attachment A), which will constitute material representations and warranties with respect to this Request for Proposals.

6. **POWHATAN BUSINESSES:** It is the policy of Powhatan County to facilitate the establishment, preservation, and strengthening of minority-owned businesses, service disabled veteran-owned businesses, small and micro businesses, women-owned businesses, and businesses located in Powhatan County, and to encourage their participation in County's procurement activities. These businesses are encouraged to respond to all solicitations. In addition, County strongly encourages Offeror to actively solicit these types of businesses as subcontractors/suppliers for projects. Offeror is asked, as part of its submission, to describe any planned use of such businesses in fulfilling the requirement of this Request for Proposals.
7. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
8. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
9. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Powhatan all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.
10. **PROPOSAL FORMAT:** Proposals shall be submitted in an envelope or via email which clearly identifies the project or solicitation, the name of the Offeror, the due date and time of the proposal, and a statement that the proposal is not to be opened until the due date and time. The Offeror assumes the risk that an envelope not properly marked will be mistakenly opened and thus rendered ineligible for consideration OR the proposal may not reach the Director of Finance and Administration prior to the due date and time. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
11. **LATE PROPOSALS AND MODIFICATION OF PROPOSALS:** It is the sole responsibility of the Offeror to see that his proposal is in this office by the specified time and date. Proposals received by the Director of Finance and Administration after the due date and time will not be accepted and will be returned to the Offeror, if possible, unopened. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids/proposals will not be accepted.
12. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Director of Finance and Administration whose name appears on the cover of the solicitation no later than October 13, 2020 by 12 noon. Any revisions to the solicitation will be made only by written addendum issued by the Director of Finance.
13. **AUTHORITY:** The County Administrator has the sole responsibility and authority placing, cancelling, or modifying this solicitation and any contract resulting thereof. No other County official or employee may obligate the Government of Powhatan County for indebtedness and any such purchase or contract made that is contrary to the provisions of this solicitation shall be of no affect and void and the County shall not be bound thereby.
14. **HEALTH AND SAFETY:** Vendor agrees to abide by, and to guarantee its subcontractors and their employees abide by, all reasonable rules and regulations that Powhatan County adopts from time to time, including but not limited to the County's pandemic operational policies and procedures such as social

distancing and face covering requirements, governing the use by Vendor, its subcontractors and employees, of all County facilities.

15. PAYMENT:

1. Unless otherwise provided in the Contract, payment shall be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
2. Invoices for services ordered and rendered shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall reference the contract number and/or purchase order number.
3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
4. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (ii) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

16. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offer's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

17. AVAILABILITY OF FUNDS: It is understood and agreed to by the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement through appropriation by the Board of Supervisors.

18. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

19. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Offeror that the scope of the project or of

the Offeror's services has been changed requiring adjustments to the amount of compensation due the Offeror unless such adjustments have been made by formal written Amendment to the Contract signed by the County and the Offeror. If the Offeror believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Offeror, the Offeror must immediately notify the Project Officer in writing of this belief. The Offeror will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Offeror. If the Project Officer determines that the work is within the scope of the Contract as written, the Offeror will be ordered to continue work.

20. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the County may have.
21. **INSURANCE:** The Offeror shall, at its own expense, provide and maintain during the entire performance period of this contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance. By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.
3. Comprehensive Automobile Liability, including all Owned Automobiles, Non-Owned Automobiles and Hired Car Coverage:
 - a. Limits: \$1,000,000 per incident / \$3,000,000 Total Bodily Injury (including death)
 - b. \$1,000,000 per incident / \$3,000,000 Total Property Damage
4. Comprehensive General Liability, including Premises and Operations, with limits of:
 - a. \$1,000,000 per occurrence / \$2,000,000 Total Bodily Injury (including death)
 - b. \$1,000,000 per occurrence / \$2,000,000 Total Property Damage
5. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. If Offeror's professional liability coverage is on a "claims-made" basis. Offeror shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of the Agreement for at least three years following the expiration or termination of the Agreement.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Director of Finance and Administration. Failure of the contractor to deliver a new and valid certificate will result in the suspension of all payments required of the County until the new certificate is furnished to the County. Insurance coverage required by this RFP shall be in force throughout the contract term(s). Should the contractor fail to provide acceptable evidence of insurance coverage within five (5) days of written notice at any time during the contract term(s), the County shall have the absolute right to terminate the contract without further obligation to the contractor and the contractor shall be fully liable to the County for the entire cost of procuring the uncompleted portion of the contract at the time of termination. The County shall be named as additional insured on all policies except those pertaining to Worker's Compensation and

Professional Liability. No contract shall be binding upon the County until the certificate of insurance, or policies if so requested, called for herein have been filed with the County and all have been approved as to form and sufficiency by the County Attorney.

Successful Offeror shall include the provisions of this subsection within each of its subcontracts, to bind each subcontractor. A certificate of insurance shall be submitted to County upon its request and included as part of the Contract. Successful Offeror shall furnish County an endorsement adding County as an additional insured on the comprehensive general liability and comprehensive automobile liability policies.

Should insurance coverage be changed or canceled, Successful Offeror shall furnish proof of insurance evidencing the required insurance. Failure to deliver such binder will result in suspension of all payments until the binder is furnished.

All insurance required shall be and remain in full force and effect for the term of the Contract.

No contract shall be binding upon County until all insurance requirements and policies, have been timely obtained by Successful Offeror, approved as to form and sufficiency by the County Attorney, and, if requested, filed with County.

22. **INVOICES:** Offeror shall provide separate invoices for each order and shipment to the department and address on the Purchase Order. Offeror shall include the Purchase Order number on all related invoices, delivery memoranda, bills of lading, packages, and correspondence.
23. **TRANSACTING BUSINESS IN VIRGINIA:** Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity if required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. Offeror shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia to be revoked or canceled at any time during the Contract Term. County may void the Contract Documents if Offeror fails to remain in compliance with the provisions of this section.
24. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

25. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

26. **FAITH-BASED ORGANIZATIONS:** County does not discriminate against faith-based organizations.
27. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Offerors shall complete and submit Attachment B – SCC Registration Form as part of a complete proposal response.
28. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, its authorized agents, and/or state Offerors shall have full access to and the right to examine any of said materials during said period.
29. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the County will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Powhatan or its products or services unless first agreed to by the County.
30. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
31. **CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Contractor shall credit the County for the applicable decrease in service. The contractor can invoice the County for the actual cost of serviced rendered up until the effective date of cancellation.
32. **OWNERSHIP OF MATERIAL AND DOCUMENTS:** Except for Offeror's workpapers, which are and shall remain the property of Offeror, all information, documents, and electronic media furnished by the County to the Offeror belong to the County, are furnished solely for use in connection with the Offeror's performance of services required by this Contract, and shall not be used by the Offeror on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Offeror for the County are the sole property of the County, free of any retention rights of the Offeror. The Offeror hereby grants to the County an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Offeror pursuant to this Contract, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.
33. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is responsible for the acts and omissions of his own employees.

34. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
35. **CONFIDENTIALITY (Contractor):** The contractor assures that any information and data obtained as to personal facts and circumstances related to County staff or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent. Contractors and their employees working on this project agree to these terms.
36. **AUTHORIZED PARTIES:** Each proposal, and any contract, must be signed by a person authorized to bind the Offeror to a valid contract with the County. The county may require that any Offeror submit appropriate documentation showing the authority of the signatory to act on the contractor's behalf.
37. **CONTRACT REPRESENTATIVE:** In the event a contract is executed as a result of this solicitation, the contractor shall designate in writing his contract representative who shall be responsible for ensuring the services required by the County are complied with and delivered in accordance with the terms and conditions of the contract.
38. **EVALUATIONS OF PROPOSALS AND AWARD:** Proposals shall be evaluated on the basis of those requirements which are set forth in the Request for Proposals, the County's policies, procedures, and ordinances, and Virginia's Public Procurement law. This solicitation is being procured by competitive negotiation. Price will not control in the awarding of this procurement.

Upon award or announcement of the decision to award a contract as a result of this solicitation, Finance will post the notice of Award or notice of the Intent to Award on the County's webpage as well as in the state's eVA system.

The County reserves the right to award all or part of the proposal to any Offeror whose proposal is the most responsive and responsible proposal whose proposal meets the requirements and criteria set forth in the RFP with respect to the items in question, and it is in the best interests of the County. The County may award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. The Director of Finance and Administration also reserves the right to reject the proposal of any Offeror deemed to be non-responsible.

39. **ACCEPTANCE OF PROPOSAL PRICES:** Offeror warrants by virtue of proposing that prices, terms, and conditions quoted will be firm for a period of ninety (90) days from the date of proposal opening, unless otherwise stated by the Offeror. There is no binding agreement, no contractual relationship, no understanding or mutual assent until a contract is signed, executed and exchanged by and between the Offeror and the County of Powhatan.
40. **INDEMNIFICATION:** To the fullest extent of the law, the contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims, judgments, suits, losses, damages, payments, costs, fines or fees levied against the County and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this contract, contract documents, or any agreements that results from this RFP. Further, if any recipient of a contract subcontracts for work, they shall enter into a contract with any such subcontractor(s) which indemnifies, defends, and holds harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims and

losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP.

41. **ACCEPTANCE:** Work supply or performance shall be conducted in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of any rejection of any deliverable, the contractor shall be notified and have fourteen (14) days from date of issuance to correct the deficiencies and resubmit the deliverable.

42. **PROTEST OF AWARD OR DECISION TO AWARD:**

- a. Any Bidder or Offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Procurement Official, or an official designated by the County, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential Bidder or Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential Bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Bidder or Offeror or at such later time. No protest shall lie for a claim that the selected Bidder or Offeror is not a responsible Bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Procurement Official shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Procurement Official shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the County. Where the award has been made and performance has begun, the Procurement Official may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a Bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

43. **DISPUTES:**

- a. Any dispute concerning a question of fact as a result of a Contract with the County which is not disposed of by agreement shall be decided by the Procurement Official, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the Procurement Official shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

44. REMOTE ACCESS:

- a. All hosts, including privately owned personal computers, connecting remotely to the County's network shall have up-to-date and properly configured anti-virus software and current operating system service pack and patch level. Hosts may be scanned to ensure compliance with County standards, and users may be denied remote access if their host system presents an unacceptable risk to County networks. Access will be monitored and attempts to access unauthorized areas will result in denied remote access.
- b. Denial of remote access for cause does not relieve the Offeror of any responsibilities under the Contract. If work requires the Offeror to be in Powhatan because remote access has been denied for cause, the Offeror shall bear that cost and shall not be reimbursed by the County.

45. SUCCESSORS AND ASSIGNS: The County and the Offeror bind themselves and any successors and assigns to this Contract. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

46. DESIGNATED PERSONNEL: The personnel designated in the staffing section of an offerors proposal for key positions shall not be changed except with the permission of the County. If awarded a contract, the contractor may not substitute other staff or individual(s) without the prior express written consent of the County. The County shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due or a reduction in the quantity or quality of the Service.

47. NON-WAIVER PROVISION: No waiver or breach of any of the terms, conditions, provisions or covenants contained in this Contract shall be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions or covenants.

48. RENEWAL OF CONTRACT: This contract shall be for one (1) year beginning date of award with the option to renew under the terms of the original contract for up to five (5) additional one-year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, All Items, Not Seasonally Adjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. The County reserves the right to negotiate increases in excess of validated CPI if deemed to be fair and reasonable and in the best interest of the County.

VIII. Signature Sheet

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

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

To receive consideration for the award, this signature sheet must be returned as part of your response.

If any part of the terms or conditions of this Request for Proposal cannot be met by the offeror, please indicate which terms or conditions cannot be met in whole or part on an attached page.

Firm Name: _____

Address: _____

Telephone Number: _____

Email: _____

Federal Tax ID Number: _____

Signature _____ Date: _____

Print Name: _____

Official Title: _____

ATTACHMENT A
CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____,

does hereby certify in connection with the procurement to which this Certification of No Collusion is incorporated and attached that:

He/she has the authority to bind the forenamed Offeror, and that this proposal/bid is neither the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor the result of, or affected by, any act of fraud punishable under Virginia Code § 18.2-498.1 et seq.

By: _____

Print Name

Title

Name of Company

Date

ACKNOWLEDGEMENT

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

Notary Public

My commission expires: _____

Notary Registration Number: _____

ATTACHMENT B-SCC REGISTRATION
VIRGINIA STATE CORPORATION COMMISSION (SCC)REGISTRATION INFORMATION

Name of Firm/Offeror: _____

is a corporation or other business entity with the following SCC identification number:

_____ -OR-

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

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

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

Please check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (the County reserves the right to determine in its sole discretion whether to allow such waiver):

SCC application is pending, and offeror requests a waiver.

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

ATTACHMENT C –PROPRIETARY INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

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

Section Title:	Page #s:	Reason for Withholding from Disclosure:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify the accuracy of this information.

Signed: _____

Title: _____

Date: _____

Attachment D – FY2021 Health Insurance Rates - County

**Powhatan County
Monthly Health Care Premium Schedule
Effective 7-1-2020**

<u>Full Time Employees</u>	<u>Key Advantage 250</u>			<u>Key Advantage 500</u>			<u>TLC High Deductible</u>		
	<u>Employee</u>	<u>Employer</u>	<u>Total</u>	<u>Employee</u>	<u>Employer</u>	<u>Total</u>	<u>Employee</u>	<u>Employer</u>	<u>Total</u>
Single	164	651	815	56	674	730	4	591	595
Employee & Dependent	583	924	1,507	391	960	1,351	130	971	1,101
Family	995	1,204	2,199	725	1,247	1,972	345	1,263	1,608
<u>Employee/Employee</u>	<u>Key Advantage 250</u>			<u>Key Advantage 500</u>			<u>TLC High Deductible</u>		
	<u>Employee</u>	<u>Employer</u>	<u>Total</u>	<u>Employee</u>	<u>Employer</u>	<u>Total</u>	<u>Employee</u>	<u>Employer</u>	<u>Total</u>
Employee & Dependent	643	864	1,507	432	919	1,351	130	971	1,101
Family	984	1,215	2,199	707	1,265	1,972	345	1,263	1,608

Attachment E – FY2021 Health Insurance Rates - Schools

**POWHATAN COUNTY PUBLIC SCHOOLS
GROUP HEALTH INSURANCE RATE SHEET
FOR FISCAL YEAR 2020 - 2021
FOR EMPLOYEES HIRED BEFORE 7/1/2015**

*Approved
3/31/2020*

<u>Key Advantage 250</u>								
	<u>Monthly Premium</u>	<u>Monthly Employee</u>	<u>Monthly Employer</u>	<u>Monthly Part time</u>	<u>Monthly Retiree</u>	<u>Annual Premium</u>	<u>Annual Employee</u>	<u>Annual Employer</u>
Single	815	186	629	\$466	\$211	\$9,780	\$2,232	\$7,548
Dual (emp + 1)	1,507	648	859	\$1,015	\$877	\$18,084	\$7,776	\$10,308
Dual-both	1,507	337	1,170	N/A	\$457	\$18,084	\$4,044	\$14,040
Family	2,199	1,126	1,073	\$1,567	\$1,497	\$26,388	\$13,512	\$12,876
Family-both	2,199	591	1,608	N/A	\$928	\$26,388	\$7,092	\$19,296

<u>Key Advantage 500</u>								
	<u>Monthly Premium</u>	<u>Monthly Employee</u>	<u>Monthly Employer</u>	<u>Monthly Part time</u>	<u>Monthly Retiree</u>	<u>Annual Premium</u>	<u>Annual Employee</u>	<u>Annual Employer</u>
Single	730	78	652	\$369	\$98	\$8,760	\$936	\$7,824
Dual (emp + 1)	1,351	472	879	\$847	\$701	\$16,212	\$5,664	\$10,548
Dual-both	1,351	120	1,231	N/A	\$307	\$16,212	\$1,440	\$14,772
Family	1,972	885	1,087	\$1,334	\$1,266	\$23,664	\$10,620	\$13,044
Family-both	1,972	390	1,582	N/A	\$611	\$23,664	\$4,680	\$18,984

<u>High Deductible</u>								
	<u>Monthly Premium</u>	<u>Monthly Employee</u>	<u>Monthly Employer</u>	<u>Monthly Part time</u>	<u>Monthly Retiree</u>	<u>Annual Premium</u>	<u>Annual Employee</u>	<u>Annual Employer</u>
Single	595	12	583	\$275	\$36	\$7,140	\$144	\$6,996
Dual (emp + 1)	1,101	332	769	\$664	\$510	\$13,212	\$3,984	\$9,228
Family	1,608	543	1,065	\$998	\$990	\$19,296	\$6,516	\$12,780

The Dual Both and Family tiers are only available to employees hired before 7/1/2015 and married on or before June 30, 2016.

* Employer contributes \$100 per month (\$1,200 annually) to an employee Health Savings Account (HSA) for employees that are enrolled in the High Deductible Plan.