



# **Salem City Schools**

## **Business Office**

**Mandy C. Hall**  
**Chief Financial Officer**

510 South College Avenue  
Salem, Virginia 24153  
Phone: (540) 389-0130  
mhall@salem.k12.va.us

### **REQUEST FOR PROPOSAL**

**July 2, 2024**

**Voluntary Supplemental Benefits, Flexible Spending Account Management and  
Administration of Section 125 Plan**

**Mailed Proposals Due**

**July 18, 2024  
4:00 PM  
(Local Prevailing Time)**

## **GENERAL INFORMATION**

Salem City Schools is requesting sealed proposals from qualified companies. Salem City Schools invites any qualified proposer to respond to this RFP by submitting a proposal for such work, service, and/or items consistent with the terms and conditions herein set forth. It is the intent of Salem City Schools to award a vendor(s) with a one (1) year contract with four (4) one (1) year renewals, not to exceed five (5) years. The initial contract period will be from the signing of the contract until December 31, 2024 and January 1 – December 31 in years thereafter.

## **SUBMISSION OF THE PROPOSAL**

One (1) Original and four (4) complete copies will be accepted until July 18, 2024 at 4:00 pm in the Business Office, Salem City Schools, 510 S. College Avenue, Salem, Virginia 24153. Faxed, e-mailed, telephone or oral bids will **NOT** be accepted. Proposals not received by the date and time listed above will be returned to the Offeror unopened. The proposal package must be clearly marked with **“RFP Voluntary Supplemental Benefits, Flexible Spending Account Management and Administration of Section 125 Plan.”**

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Proposals should be prepared simply and concisely.

Specific Requirements that will be a part of the response:

1. Signature Sheet must be returned completed with the proposal
2. Reference Sheet must list 5 references and be returned with the proposal
3. Exhibit I must be completed and returned with the proposal
4. Provide a sample group presentation to an employee group regarding optional benefits
5. Provide a link/access to a sample employee self-viewing video related to optional benefits

## **FOR QUESTIONS REGARDING THE PROPOSAL, PLEASE CONTACT:**

Mandy C. Hall  
Chief Financial Officer  
510 S. College Avenue  
Salem, Virginia 24153  
Telephone: 540-389-0130  
E-mail: [mhall@salem.k12.va.us](mailto:mhall@salem.k12.va.us)

**The deadline for questions will be 2 pm on Monday, July 15, 2024. The final addendum will be issued by 5 pm that same day.**

## **EVALUATION OF THE PROPOSAL**

Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the selection criteria. Salem City Schools may elect to award more than one contract as a result of this solicitation. Negotiations shall be conducted with 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,

Salem City Schools shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

Salem City Schools may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Salem City Schools 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hour's notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

### **SPECIFICATIONS/STATEMENT OF NEEDS**

Salem City Schools is seeking the best proposal for Voluntary Supplemental Benefits, Flexible Spending Account Management and Administration of our Section 125 Plan. Currently the school system offers its 125 plan to all full time and part time regular employees (approximately 600 employees). The successful offeror will be given the sole right to market School System approved insurance products to our employees. Prior vendors will maintain the availability of payroll deductions but may not solicit new business.

Each firm is requested to submit one or more Proposals for each service specified. Proposals may be made on behalf of one or more insurance carriers. In addition, Proposals may be submitted as a "package" or as individual policies. Unless offerors specify mandatory groupings of coverage, it is understood that any separate coverage may be chosen individually. It is also understood that coverages indicated as "optional" may or may not be purchased at the discretion of the Schools.

The offeror shall furnish all labor and materials necessary to provide service for a section 125 cafeteria plan, flexible benefits administration and supplemental benefits to Salem City School employees. The offeror must meet the below minimum requirements and shall perform and carry out in a satisfactory and professional manner the following, but not be limited to:

1. Maintain effective communications during the enrollment process that will assure employee understanding of participation in section 125 plans. The successful firm shall be able to achieve this expectation through the provision of qualified plan counselors, preliminary planning, management meetings, group meetings, enrollment support materials, and possible one-on-one enrollment.
2. Provision of administrative services including, but not limited to: system capabilities (data processing), generation of reimbursement cycle on the 30th of each month at a minimum; claims processing (minimum claim amount, claims request deadline, zero employee balances, claims filing, distribution, check in formation: data storage documentation (check register reports, employee change forms, employee election

reports, reduction reports, employee benefit statements, flexible spending account statements, and payment explanation statements).

3. Products to be marketed must have prior approval of the Plan Administrator.
4. Contractor must be in the business of managing such plans in accordance with Section 125 of the IRS Code.
5. Contractor shall be prepared to make plan presentations at the request of Salem City Schools.
6. The contractor shall prepare and advise Salem City Schools of all changes or updates, as necessary, for the Flexible Benefits Plan to comply with IRS regulations.
7. The contractor shall furnish periodic reports to Salem City Schools. Frequency of reports to be determined by Salem City Schools.
8. The contractor shall agree to counsel in groups plus each employee, individually, if requested, on the benefits of the plan.
9. The contractor shall be prepared to provide assistance during Salem City Schools open enrollment periods (typically the second and third weeks of November) and new employee orientation.
10. The successful contractor must provide guaranteed issue for all policies approved by Salem City Schools within 31 days of hire date for the eligible employee only.
11. Receive termination activity from Salem City Schools regarding employee/dependent qualifying events through forms or electronic transmissions submitted by Salem City Schools on a weekly or biweekly basis.
12. Provide electronic notification or provide address labels to Salem City Schools for annual open enrollment notifications or as required for benefit notifications.
13. Provide individual enrollment forms for newly elected (and paid) subscribers to Salem City Schools on at least a weekly basis.
14. Provide notification of any undeliverable mail for reasons such as incorrect address or refusal to accept certified mail.

### **COOPERATIVE PROCUREMENT**

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

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

Participating jurisdictions will place their orders directly with the awardees and will be responsible for arranging deliveries, reconciling discrepancies and invoices, and issuing payment.

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

### **CALENDAR OF EVENTS**

The following is a tentative outline of the schedule for selecting one or more offerors to provide services:

- RFP sent out July 2, 2024
- RFP responses due July 18, 2024 @ 4 pm
- Conduct interviews July 22-26, 2024
- Notice of award August 2, 2024
- Contract start August 14, 2024

**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS RFP AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A PROPOSER.**

Wherever the term Salem City or Schools is used it is understood to include the Salem City School Board. Salem City Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1. The offeror shall cooperate with school officials in performing the contract to insure minimal interference with the normal school program.

### **SUBMISSION AND RECEIPT OF PROPOSALS:**

- a) To be considered, all must be delivered in a sealed envelope, clearly marked with the words "PROPOSAL DOCUMENTS", and the name of the item being Bid and received in the Salem City Schools Business office no later than the specified due date and time. Failure to timely submit such proposal shall disqualify the proposer and such proposal will be returned to the proposer unopened. NO FAXED or E-MAILED BIDS WILL BE ACCEPTED.
- b) Unless otherwise specified, proposers must use the RFP/proposals form furnished by Salem City Schools. Failure to do so shall be grounds for rejection of the bid.
- c) Bids having any erasures or corrections must be initialed in ink by the bidder. An authorized officer of the company must sign bids in ink. Such authorization shall be a part of the proposal document. All proposals must either be typewritten or printed in ink.
- d) The original copy of the proposal must not be permanently bound.

By submitting a proposal, the Offeror represents that they have read and understood the requirements and goods or services being requested including applicable laws and regulations. The failure of an Offeror to receive or examine any form, addendum, or other documents shall in no way relieve the offeror from any obligations with respect to the proposal

or any resulting contract.

Salem City Schools shall provide the mechanism for the evaluation of all information received. The school district reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the school district may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

Multiple options and pricing are encouraged by each vendor, based on what each vendor thinks would be best for the division. Justification for purchase will be made on what is determined to be the best interest of Salem City Schools as determined by the Salem City School Board's Chief Financial Officer regardless of price, quality or any other factors.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

### **NO CONTACT POLICY**

After the date and time established for receipt of proposals by the school district, any contact initiated by any Offeror with any School representative, other than the purchasing representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

### **REFERENCES**

All Offerors shall include a list of five (5) references, from school districts and/or similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, email addresses, and phone numbers of all references on the attached form.

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

### **BASIS FOR AWARD**

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

**PRICES TO BE FIRM:**

The proposer warrants, by virtue of proposal, that the prices, terms and conditions quoted in his proposal will be firm for a period of 60 days from the date the proposals are due. Net 30 after receipt of invoice. Price should include shipping.

**INVOICES:**

The vendor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for the items ordered, delivered and accepted by Salem City Schools. All invoices must show the purchase order/contract number. If no prior business had been conducted, please provide a W-9 form with bid.

**DELIVERY POINT:**

Unless otherwise indicated, all items shall be delivered F. O. B. with destination and delivery charges included in the proposal price. F. O. B. destination is interpreted to mean unloading and placing in the building or area as directed by the Schools.

**CASH DISCOUNTS:**

In determining the award of a bid, cash discounts for prompt payment will be considered. Discount time period computations shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

**BRAND NAMES:**

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The Schools do not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is proposed, it is the vendor's responsibility to prove to the Schools that said product is equivalent to that specified in the proposal.

**QUALITY:**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this proposal shall be of the best quality available.

**ACCEPTANCE OF MATERIAL:**

Until such time as all the conditions in the contract are fulfilled, Salem City Schools reserves the right to refuse and return material, at the seller's expense.

**WARRANTY/RETURNS:**

Clearly specify your warranty of products and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

**DELIVERY:**

Time is of the essence for delivery of any items, products or service procured as a result of this proposal. If delivery is not made at the time specified, Salem City Schools reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future School contracts.

**DEFAULT PROVISION:**

In case of default by the contractor, the Schools shall have the sole discretion to procure the articles or services from other sources. The defaulting contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security. Upon written notice, the contractor will have 20 calendar days to remedy the default.

**PRICING:**

In the event of discrepancy between the total pricing and unit prices, the Schools in its sole discretion, shall determine the proposal price.

**PROPOSAL:**

A proposal may be withdrawn or modified prior to the time and date set for the receipt of proposals. The offeror shall notify the school division of its intent in writing. If a change in the proposal is requested, the modification must be worded to clearly indicate the new amount and to not reveal the original amount. Modified or withdrawn proposals may be resubmitted to the Chief Financial Officer up to the time and date set for receipt of proposals. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.

Any material changes to the proposal by the school division will be made in writing and distributed by facsimile or mail. Each offeror is responsible for determining that all addenda have been received before submitting the proposal.

**COPYRIGHTS OR PATENT RIGHTS:**

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The proposer agrees that Salem City Schools shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

**FEES INCLUDED IN PROPOSAL PRICE:**

Submitted proposals shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

**TAX EXEMPTION:**

Salem City Schools is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the Schools will furnish a certificate of tax exemption. The Federal ID number is 54-1147223.

**CERTIFICATION AND ABILITY:**

Salem City Schools reserves the right to request from the proposer, a separate manufacturer's certification of all statements made in the proposal. The Schools may request any or all proposers to furnish proof of experience, ability and financial standing.

**SIGNED PROPOSAL CONSIDERED AN OFFER:**

This RFP MUST BE SIGNED AS HEREIN PROVIDED. Submission of this signed RFP shall be considered an offer by the proposer or contractor to sell the items or services as required in the specifications. All proposals are subject to approval by the Salem City School Board. In



the case of default by the proposer or contractor after acceptance by the Salem City School Board may take such action, as it deems appropriate, including forfeiture of any and all bonds or security and legal action for damages or specific performance.

**COMPLIANCE WITH LAWS:**

The proposer is responsible for compliance with all Local, State and/or Federal laws and regulations. Salem City Schools shall be held harmless from any liability.

**AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:**

A 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 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with Salem City Schools pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Schools may void any Contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ACCEPTANCE OR REJECTION OF PROPOSALS:**

Salem City Schools reserves the right to accept or reject any or all proposals/offers. The Schools also reserve the right to award the contract for any such materials, goods or services the Schools deem will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combination as shall best serve the interest of the Schools. Salem City Schools reserves the right to make a site visit to the facility prior to bid award.

**EVALUATION CRITERIA:**

Several factors, in addition to costs, will be taken into account when evaluating proposals: Salem City Schools shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

Evaluation/Selection Criteria		Maximum Point Value
<b>A.</b>	<b>Responsiveness</b> - The degree to which the offeror has responded to the purpose and scope of specifications--e.g., benefits to be provided, administration of plan, ability to manage flexible spending accounts	<b>15 points</b>
<b>B.</b>	<b>Experience of Company &amp; Personnel</b> - Offeror's experience in providing the services as requested in these specifications to similar type entities and the experience of the primary personnel expected to be assigned to this project	<b>25 points</b>

C.	<b>Assistance to Division</b> – Ease of enrollment for employer and employee, availability and plan for open enrollment meetings, communication plan	<b>30 points</b>
D.	<b>Benefit Options</b> – Variety and quality of benefits available	<b>30 points</b>

**RULING LAW:**

This RFP and any contract executed pursuant hereto of which this RFP shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party of such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the City of Salem or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

**NONDISCRIMINATION PROVISIONS:**

During the performance of this contract, the vendor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such contractor is an equal opportunity employer. The offeror shall include the provision of the foregoing paragraph in every purchase order over \$10,000 so that the provisions will be binding upon each vendor.

**INSURANCE:**

The VENDOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the VENDOR’S execution of the work, whether such execution be by himself or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen’s compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the VENDOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees, and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the Salem City Schools shall be filed with the

Salem City Schools prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the Salem City Schools.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the VENDOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident.

The VENDOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the VENDOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the VENDOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the VENDOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**ANTI-DISCRIMINATION:**

By submitting their proposals, respondents/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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPS)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious beliefs, 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; if the faith-based organization segregates public funds into separate accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employment 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 of 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.

## **SPECIAL INSTRUCTIONS**

### **ANTITRUST**

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Salem City Schools all rights, title, and interest in and to all causes of the action it may now 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 Salem City Schools under said contract.

### **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that Salem City Schools shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

### **ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the in whole or in part without the written consent of Salem City Schools.

### **IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By signing this proposal, the proposer certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

### **ANTI-COLLUSION CERTIFICATION:**

By my signature on the face of this proposal, I certify 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, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

## **KICKBACKS**

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or Subcontractor in connection with proposal on this contract, Subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

## **DEBARMENT**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless Salem City Schools and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The school district cannot legally agree to any clause indemnifying the Contractor from any damages arising out of the contract or holding the Contractor harmless. The submission of a bid or proposal means that the Contractor agrees not to request such language in the resulting contract.

## **CONTRACT**

Any contract resulting from this proposal shall consist of the following documents: The General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal. The City of Salem Schools reserve the right to terminate the contract/purchase order immediately in the event the contractor discontinues or abandons operation, if it is adjudged bankrupt, or is reorganized under any bankruptcy law, or fails to maintain adequate insurance.

## **DRUG-FREE WORKPLACE**

During the performance of this contract, the vendor 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 violation 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.

## **DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**

Prior to awarding a contract for the provision of services that require the Vendor or his employees to have direct contact with students, the school board shall require the Vendor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

## **PROPRIETARY INFORMATION**

Ownership of all data, materials, and documentation originated and prepared for Salem City Schools pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the school system and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the proposal 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.

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**RFP Voluntary Supplemental Benefits, Flexible Spending Account Management and Administration of Section 125 Plan**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
  
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
  
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**SIGNATURE SHEET**  
**RFP Voluntary Supplemental Benefits, Flexible Spending Account Management and Administration of Section 125 Plan**

BY SIGNING THIS CERTIFICATION, THE PROPOSER INDICATES AN UNDERSTANDING OF THE REQUIREMENTS AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS PROPOSAL.

DATE \_\_\_\_\_

PAYMENT TERMS – NET 30

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEIN: \_\_\_\_\_

VA BUSINESS LICENSE NUMBER: \_\_\_\_\_

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) \_\_\_\_\_

VIRGINIA SCC NUMBER OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE § 2.2-4311.2 \_\_\_\_\_

\_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**\*\*This Signature Sheet must be completed and returned with your proposal\*\***



**REFERENCE FORM**  
**RFP Voluntary Supplemental Benefits, Flexible Spending Account Management and Administration of Section 125 Plan**

Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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Name of Entity \_\_\_\_\_

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Email \_\_\_\_\_ Length of Business Relationship \_\_\_\_\_

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**Salem City Schools  
Contractor Certification Form**

The Code of Virginia ( Section 22.1-296-1) requires contractors who provide services to schools with employees who will have direct contact with students on school property during regular school hours or during school-sponsored activities to provide certification that all such persons (contractor and employees) have not been convicted of the crimes listed below

**I. Certification Section to be Signed by CEO or Designee**

*I certify to Salem City Schools that to the best of my knowledge that no employee of my company having direct contact with students during regular school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.*

Name of Company CEO or Designee \_\_\_\_\_

Title of CEO or Designee \_\_\_\_\_

Name of Company \_\_\_\_\_

Signature of Company CEO or Representative \_\_\_\_\_

Phone Number (        ) \_\_\_\_\_

Date \_\_\_\_\_

If the company is unable to provide the certification due to a conviction, please return the form and attach an explanation.

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**II. Certification Section to be Signed by Each Individual Employee Who Will Physically Work on Salem School Property During Regular School Hours or School-Sponsored Activities**

*By signing below, I certify to Salem City Schools that I have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.*

<u>Printed Employee Name</u>	<u>Signature</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Printed Employee Name**

**Signature**

**Date**

_____	_____	_____
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Note: 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 will be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of the person's license to provide such services. The School Board will not be liable for materially false statements regarding the required certifications.

**\*\*This form must be completed at the time of contract\*\***

## **Exhibit I Questionnaire**

### **Organization/ Company Information:**

1. Identify the full name of your organization and the address and telephone number for the location of your principal executive (home) offices.
2. What is the structure and ownership of your organization? Are you owned or operated by a parent company?
3. How long has your company been in business?
4. Are you privately or publicly held?
5. Please provide the number of staff members employed full time within the company.
6. Are there any current plans or discussion for merger, sales or acquisition of your company?
7. How long has your company been doing business in Virginia?
8. Please provide your firm's most recent financial rating from the following organizations, if applicable:
  - o A.M. Best:
  - o Standard & Poor's:
9. What markets does your company primarily serve? Please list all markets served.
10. Please summarize in 250 words or less why your company is the best candidate to fit Salem City School's particular circumstances and the principal reasons your company should be selected over your competitors.

### **Account Management:**

11. Please provide the details on the proposed Senior Account Manager who would have primary responsibility and support the Account, including name, address, telephone, fax, email, years of experience, years at company, number of other clients served, and the percent of time dedicated to the group.
12. Please provide the details on the proposed Account Manager or implementation Manager who would support the Account, including name, telephone, fax, email, years of experience, years at company, number of other clients served, and the percent of time dedicated to the group.
13. Please provide the location(s) of the account management team that would be dedicated to Salem City Schools. Will there be a dedicated representative assigned to Salem City Schools?
14. Are account management team members (including Senior Account Manager, Account Manager, or any other support staff) salaried? If not, please explain commission or compensation process.
15. Please provide the details on the proposed Benefit Counselor(s) who would have primary responsibility and support Salem City Schools, including name, address, telephone, fax, email, years of experience, years at company, numbers of other clients served, and the percent of time dedicated to the group.
16. Please provide the number of Virginia school divisions your company has worked for or is under contract to work with.
17. Please provide the number of other governmental agencies the firm has worked with or is now under contract to work with. Please indicate dates.
18. Please provide any additional comments regarding the firm's qualifications.

**Section 125 Plan Setup:**

19. How long has your company been providing Section 125 plan services?
20. What types of certification do your senior flex administration officers hold?
21. How many accounts do you currently assist? What number of these are public school systems?
22. Describe your involvement in plan setup and maintenance, including plan documents, amendments, division education on regulation changes, nondiscrimination testing, and end of year reporting.
23. How many employees do you have available to answer Section 125 compliance questions for Salem City Schools? Do they hold any certifications? Provide their years of experience.
24. Describe the Section 125 compliance training required of the Section 125 team as well as your account management team.
25. Do you offer online billing reconciliation system?

**Section 125 Enrollment:**

26. Please describe your Section 125 enrollment process in full.
27. Please describe the methods of employee education that will be provided to Salem City Schools.
28. What measurements does your company have in place to ensure all school employees are educated equally on the Section 125 options available to them?
29. Is the employer provided with a post-enrollment review? If yes, what would it cover?
30. Will a coordinator be assigned to work directly with Salem City Schools? If so, who and where would that person's office be located? Please provide the details on the proposed coordinator including name, address, telephone, fax, email, years of experience, years at company, and any other pertinent information.
31. Describe your enrollment team. How are they compensated? Will your enrollment team be comprised of any contract or temporary employees?
32. What percentage of time do your sales representatives spend assisting school employees with benefits versus working in other non-education markets?
33. How are employee elections provided back to Salem City Schools?
34. Please provide an implementation schedule including a timeline of dates, tasks and personnel to successfully implement the proposed program.

**Flexible Spending Account (FSA) Services:**

35. Please provide the number of staff members dedicated to this account for FSA.
36. How long have you been providing FSA recordkeeping services?
37. How many flexible spending accounts do you currently assist?
38. How many participant's do you currently assist?
39. What is your average number of reimbursements issued per month? Per year?
40. Where are claims processed?
41. How many of your employees work with FSA administration?
42. Describe your claim submission process from beginning to end.
43. Through which methods can employees submit claims for reimbursement?
44. How often does your company issue reimbursements (monthly, weekly, daily)?
45. What is your company standard turnaround time?

46. Where are reimbursements sent? What delivery method?
47. How do you detect duplicate claims?
48. What are your internal department auditing practices?
49. How does a participant inquire on claim receipt status, and balance?
50. How does a participant appeal a denied claim?
51. How are participants informed of their remaining balance?
52. How can participants access up to the minute status of their account?
53. What education and follow up do you provide to ensure participants understand the “use or lose” rule?
54. Provide website address and explain features available to Section 125 and flex participants.
55. Do you offer an online service center for participants to sign up for direct deposit? Can participants check the status of claims, balance, or change information once logged in?
56. Do you offer a flex debit card?
57. Do you offer direct deposit?
58. Do you offer a mobile app?
59. Do you offer online claim submission?
60. How do you bill Salem City Schools for flexible spending account contributions?
61. Is Salem City Schools required to maintain a bank account and forward funds as needed, or does your company maintain the bank account?
62. If there are not enough funds to pay claims, does Salem City Schools or your company fund the difference?
63. If the account is negative at the end of the plan year when the account is reconciled (i.e., employee leaves plan with negative unreimbursed medical balance), who is responsible?
64. Do you accept fiduciary liability for FSA administration? Please explain.
65. Provide sample claim forms, sample EOB's and standard report samples.

**Voluntary Products:**

66. How long have you been administering voluntary products?
67. How are employees enrolled?
68. Does the plan carry minimum employee participation requirements? Plus, what is the participation rate in other workplaces, and what happens if the requirements aren't met?
69. How do you help enroll employees and educate them about the plan and services?
70. Are you willing to make enrollment visits at different times and work place locations to accommodate employee schedules and shifts?
71. What materials are customarily sent to new members?
72. Describe your transition process and communications if you are selected.

**Other Services:**

73. Please describe the experience and compliance assistance your company can provide regarding interpreting the evolving Health Care Reform law.
74. Does your company provide dependent verification reviews? If yes, please describe the process. What is the cost?

**System Requirements:**

75. Please attach your HIPAA standards.

76. What security standards do you implement to ensure participant privacy?
77. Describe your security procedures to ensure division and employee data is protected in full.

**Fees:**

78. Are there any fees or requirements associated with providing basic Section 125 services, including formal plan setup and maintenance, employee education, printing of enrollment materials or employee enrollment into the plan? Please describe.
79. Are there any fees or requirements associated with providing Flexible Spending Account (unreimbursed medical and dependent care) recordkeeping, including billing, processing and reimbursing claims, or assisting with bank funding if the account is at a zero balance? Please describe.
80. Are there any fees or requirements associated with offering the Flex Debit Card? Please describe.
81. Please list and describe any other fees or requirements not mentioned above.

**Customer Service:**

82. Are account representatives local and available to assist on site as requested upon short notice?
83. Do you provide a dedicated toll-free number for Salem City School employee questions?
84. What are the proposed days and hours of operation staffed by live customer service representatives for the customer service office?
85. Describe the training your customer service representatives receive at new hire and ongoing.
86. Please describe your call recording capabilities. What other quality assurance methods are in place?
87. Describe how you measure participant satisfaction.
88. Do you have bilingual customer service representatives? If yes, which languages?

**References:**

89. Do you have any association relationships? If yes, please list those associations.
90. Please complete the reference form for five references of the same or similar scope and size as Salem City Schools.