



Poquoson City Public Schools

Request for Proposal RFP: SBO-24-002

Third Party Administration Services

RFP Due Date: 2:00 p.m. on Friday, March 8, 2024

Copies of this RFP can be obtained:
Poquoson City Public Schools
500 City Hall Avenue, Suite 219
Poquoson, VA 23662
Tracy Spence
(757) 868-3055



Poquoson City Public Schools
500 City Hall Avenue, Suite 219
Poquoson, VA 23662

757.868.3055

ISSUE DATE: January 31, 2024	REQUEST FOR PROPOSSAL NUMBER: RFP-24-002	TITLE: Third Party Administration (TPA) Services
DEPARTMENT: Office of Finance	DUE DATE/TIME: March 8, 2024, 2:00 P.M.	Contract Administrator: Tracy Spence, 757-868-3055 or tracy.spence@poquoson.k12.va.us

Proposals: In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or service for which prices are quoted, delivered or furnished to designated points with the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Poquoson City Public Schools (PCPS) the times or services offered and accompanying attachments shall constitute a contract.

Note: PCPS does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment in the performance of its procurement activity.

This section must be fully completed and submitted with your proposal

_____	<u>Amendments Acknowledged</u>
Company Name	
_____	Number ____ Dated ____
Street Address	
_____	Number ____ Dated ____
City, State, Zip	
_____	Number ____ Dated ____
Area Code Telephone Number	
Vendor FEIN _____	Federal Social Security No. (Sole Proprietor) _____
Business Classification: (Check all that apply): Minority Owned ____ Women Owned ____ Small Business ____	
Check one: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation State in which Incorporated: _____	

Name and Title of Authorized Signatory	
_____	_____
Signature	Date

The signatory hereby certifies that he/she is authorized to sign on behalf of the offeror and that he/she has carefully examined all conditions of proposal and requirements attached hereto and made a part hereof and hereby submits this proposal pursuant to such instructions and requirements.

Digital proposals subject to the terms and conditions of this Request for Proposal (RFP) will be received by the Executive Director of Finance at this email address:
tracy.spence@poquoson.k12.va.us until the date /time specified above. **Subject line must contain:**
RFP SBO-24-002 Third Party Administration (TPA) Services.

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1. Purpose

The purpose of this Request for Proposal is to enter into a contract with one or more qualified Third Party Administrators (TPA) for the administration of the PCPS Internal Revenue Section 125 Benefits, Internal Revenue Code (IRC) Section 403(b) Plan, and Supplemental Insurance Products for Poquoson City Public Schools (PCPS) in accordance with the terms and conditions of this Request for Proposal.

2. Scope of Services

PCPS requirements are, but not limited to, the criteria set forth below.

- a. Assess the current PCPS 403(b) program and Plan Document and recommend changes to ensure compliance with federal regulations.
- b. Provide all necessary Internal Revenue Service (IRS) compliant forms for salary reductions and service provider participation for Section 125, 403(b) and 457 tax deferred plans.
- c. Provide web-based benefits enrollment system capable of capturing and reporting enrollment data for all PCPS offered benefits to include health and dental insurance, Section 125 benefits, 403(b) and 457 tax-deferred contributions and other supplemental insurance products.
- d. Provide staff for onsite enrollment of PCPS employees in qualified plans identified in item c above.
- e. Advise PCPS on all changes in federal regulations pertaining to IRS Section 125, 403(b) and 457 plans. Oversee all aspects of IRS compliance with PCPS' 403(b) program by all parties and vendors involved. In the event of an IRS audit, TPA will represent PCPS at the audit.
- f. Provide PCPS with required IRS notices.
- g. The TPA shall maintain and archive all participant 403(b) files and will ensure strict confidentiality of all employee data, records and files. TPA will not make available to any outside vendor or sales/marketing organization, any records or information pertaining to PCPS employees.
- h. PCPS shall approve all plans offered to PCPS employees.

3. Minimum Requirements

Complete Attachment C, Organizational and Business Questionnaire.

An offeror must meet or exceed the following minimum qualifications in order for PCPS to accept a proposal as responsive.

- a. The offeror must have provided third party administration services for a minimum of three (3) years. Services provided must include Section 125 Benefits, 403(b) and 457 plans services.
- b. The offeror must provide a minimum of three (3) client references to include the name of the client, client address, contact name and phone number.

4. Contract Period

The contract will begin on June 1, 2024, and terminate on May 31, 2027.

This contract may be renewed for two (2) additional one-year periods upon mutual agreement of both parties. Contract renewals must be authorized and coordinated through the PCPS Office of Finance.

5. Background

Poquoson City Public Schools (PCPS) is located on the Virginia Peninsula, in the Hampton Roads metropolitan area and serves approximately 2050 students.

PCPS currently offers its approximately 273 eligible employees a wide range of Section 125 Benefits, Supplemental Insurance Products, and an IRC Section 403(b) and 457 tax deferred account plans.

PCPS has one (1) approved 403(b) vendor accepting contributions: American United Life through First Financial Group of America. There are eight (8) grandfathered/frozen vendors. Currently, about 25 employees are contributing to a tax deferred account.

6. Evaluation Criteria (in order of Importance)

Evaluation of Bids:

- a. Qualification of firm with appropriately qualified and experienced personnel.
- b. Depth of response to Attachment C, Organizational and Business Questionnaire
- c. Details of the approach and methodology of program.
- d. Value added services not specifically addressed in this RFP.
- e. Reasonableness of cost proposal

7. Contract Administration

CONTRACT ADMINISTRATION

A Poquoson City Public School official will be assigned to administer this contract.

CHARGES AND INVOICES

The contractor shall bill for negotiated services at the contract price.

Invoices must show the contract number and/or purchase order number; location work covered, and work order number of the job being billed, date, and name and job title of employee for each segment of work being invoiced.

If, in verifying the contractor's invoices, it is found that PCPS is being overcharged, PCPS will notify the contractor of the error and, unless the contractor disputes the rejection of the overcharge for payment, the contractor shall issue PCPS a corrected invoice. Disputed charges shall be handled in accordance with Paragraph 16 of the General Conditions.

If, in auditing the contractor's paid invoices, it is found that the contractor has overcharged PCPS, PCPS shall promptly notify the contractor of the overcharge. The contractor shall pay PCPS the amount of the overcharge or credit PCPS next invoice for the overcharge, reflecting the credit on the invoice and referencing the original work order and invoice. If a credit balance remains after the expiration or termination of the contract, the contractor shall pay the amount of the credit balance within 30 days following the end of the contract.

The contractor should invoice PCPS within 30 days after completion of the work and its acceptance by PCPS.

Invoices shall be mailed to the following address:

Poquoson City Public Schools
Suite 219
500 City Hall Avenue
Poquoson, VA 23662

8. General Terms and Conditions

1. 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 with respect thereto shall be brought in the courts of York County/Poquoson, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. Anti-Discrimination: By submitting their proposals, offerors certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:

a. During the performance of this contract, the Contractor agrees as follows:

1. 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.

2. 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.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- b. 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 sub-contractor or vendor.
3. Ethics in Public Contracting: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor 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.
 4. Immigration Reform And Control Act Of 1986: By submitting their proposal, offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
 5. Debarment Status: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting 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.
 6. Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the PCPS 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 PCPS under said contract.
 7. Clarification of Terms/Addenda: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the contract officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer and posted on the public posting board in the School Board Office. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer. (§ 2.2-4316, *Code of Virginia*).
 8. Payment: Payment terms shall be Net 30 days unless otherwise stated by the offeror on this solicitation. The payment terms stated herein must appear on the vendor’s invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).
 9. 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, the

employees of who 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.

10. Availability of Funds: It is understood and agreed between the parties herein that PCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available “subject to appropriation” by the School Board and local governing body for the purpose of this agreement, ref § 15.2 Chapter 25 Code of Virginia.
11. Precedence of Terms: Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
12. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a special envelope or package, sealed and identified with the Offeror’s Name, Address, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.

_____	_____	_____
Name of Bidder/Offeror	Due Date	Time
_____	_____	
Street or Box Number	IFB/RFP No.	
_____	_____	
City, State, Zip Code	IFB/RFP Title	

13. Late Proposals: To be considered for selection, proposals must be emailed to the Executive Director of Finance by the designated date and hour. It is the sole responsibility of the offeror to ensure that its proposal reaches the Executive Director of Finance by the designated date and hour.
14. Qualification of Offerors: PCPS 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 PCPS all such information and data for this purpose as may be requested. PCPS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. PCPS reserves the right to inspect offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. PCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy PCPS 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.
15. Additional Information: PCPS reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which PCPS deems desirable. By submitting their offers, bidders certify they understand these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions are breach of contract and can result in default action being taken by PCPS.
16. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP, including price, if so stated in the RFP. 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. PCPS may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be most advantageous (§ 2.2-4359D of the *Code of Virginia*). Should PCPS 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.

17. Award Notices: Awards or Decision's to Award shall be posted on the PCPS website, <https://www.poquoson.k12.va.us/departments/finance>, ref. § 2.2-4360, *Code of Virginia*.
18. Protest of Award or Decision to Award: Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to Executive Director of Finance no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Superintendent or designee shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten days by instituting legal action as provided in § 2.2-4364 of the *Code of Virginia*.
18. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the written consent of PCPS.
19. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, PCPS, 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 PCPS may have.
20. Cancellation of Contract: PCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 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.
21. Changes to the Contract: Changes can be made to the contract in any of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. PCPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give PCPS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - (1). By mutual agreement between the parties in writing; or
 - (2). By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to PCPS's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - (3). By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present PCPS with all vouchers and records of expenses incurred and savings realized. PCPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to PCPS within thirty (30) days from the date of receipt of the written order from PCPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute provisions of Poquoson City Public Schools Purchasing Procedures. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the

changes ordered by PCPS or with the performance of the contract generally.

22. Contractual Disputes: In accordance with § 2.2-4363 of the *Code of Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to PCPS, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Executive Director of Finance (EDOF). The EDOF shall provide a decision within thirty (30) days.
23. Indemnification: Contractor agrees to indemnify, defend and hold harmless PCPS, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

9. Special Terms and Conditions

1. Independent Contractor: The Contractor shall not be an employee of the Poquoson City Public Schools, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind the PCPS or to otherwise act on behalf of PCPS, except as PCPS may expressly authorize in writing.
2. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in the PCPS Proposal shall prevail over contrary terms and/or conditions contained in the offeror's response.
3. Final Decision: The offeror agrees that the decisions of PCPS are final and shall hold the Division, their directors, employees, consultants and those involved in this solicitation and selection, and the successful vendor(s) harmless. The submission of a proposal indicates adherence to these conditions
4. Renewal of Contract: This contract may be renewed by PCPS for a period of two (2) additional successive (1) one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of PCPS' intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
5. Questions: Questions about the proposal are to be submitted in writing, to Poquoson City Public Schools, attn.: Tracy Spence, 500 City Hall Avenue, Poquoson, VA 23662 or email at tracy.spence@poquoson.k12.va.us for additional information or interpretations on instructions may also be addressed. PCPS urges interested vendors to communicate concerns during the response period to avoid misunderstandings. Questions received less than five (5) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by PCPS shall become part of the specification and may be made part of the contract documents. Addenda will also be posted on the PCPS website, <https://www.poquoson.k12.va.us/departments/finance>. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers. It is the offerors' sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer and acknowledged them in their proposal response.
6. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices and professional standards are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
7. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded. The offeror further certifies that the Contractor and any subcontractors will maintain these

insurance coverage(s) during the entire term of the contract and that all insurance coverage(s) will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Note: Actual limits and aggregates may be increased or decreased for specific projects during negotiation or as PCPS assesses the amount of risk.

Minimum Insurance Coverage(s) and Limits Required for most Contracts:

- a. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify PCPS of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability: \$100,000
 - c. Commercial General Liability: \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. PCPS must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability: \$1,000,000 combined single limit, if motor vehicle is to be used in the contract.
 - e. Professional Liability/Errors and Omissions: \$500,000 per occurrence.
8. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for the PCPS pursuant to the RFP shall belong exclusively to the PCPS and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the bidder/offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder/offeror must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).
- a. Intellectual Property & Content Responsibility- Upon full and complete payment of submitted invoices for the Project Development and launch of the website, PCPS will own the graphic designs and web content. Upon completion of the development of the site, PCPS will assume full responsibility for the website content maintenance and content administration. PCPS will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all customer content.
9. CONTRACTOR EMPLOYEE BACKGROUND CERTIFICATION By signing this contract/agreement, and as a condition of award, the Contractor certifies compliance with Code of Virginia § 22.1-296.1 regarding the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities. In particular, the Contractor certifies that all persons who will provide such services under this contract/agreement have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. This requirement does not apply to a contractor or his employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.

List of Attachments

- Attachment A: Qualifications and References Data Sheet
Attachment B: Organizational and Business Questionnaire

Qualifications and References Data Sheet

COMPLETE AND SUBMIT WITH PPOPOSAL

Indicate the length of time your firm has been in business providing services in the field required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that can verify the reliability and performance of your firm in furnishing these services. If available, references should be public school boards/districts or government agencies located in Virginia.

Name, Address, Telephone Number, Facsimile Number, e-mail Address and Contact Person

1. _____

2. _____

3. _____

Organizational and Business 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. Do you currently have an office in [state]? If yes, provide address.
8. Please provide your firm's most recent financial rating from the following organizations, if applicable:
A.M. Best:
Standard & Poor's
9. What markets does your company primarily serve? Please list.
10. Please summarize in 250 words or less why your company is the best candidate to fit [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, address, 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 [School]. Will there be a dedicated representative assigned to Poquoson City Public Schools (PCPS)?
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 employee representative/agent who would have primary responsibility and support PCPS, 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.
16. Please provide the number of school districts 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:

19. How long has your company been providing Section 125 plan services?
20. What types of certifications 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, district 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 the [School]? 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 PCPS.
28. Is the employer provided with a post-enrollment review? If yes, what would it cover?
29. Will a coordinator be assigned to work directly with PCPS or will there be a service center? 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.
30. Describe your enrollment team. How are they compensated? Will your enrollment team be comprised of any contract or temporary employees?
31. What percentage of time do your sales representatives spend assisting school employees with benefits versus working in other non-education markets?
32. How is information on employee elections provided back to PCPS?
33. PCPS benefits enrollment period generally runs in July. Please provide a proposed implementation schedule including a timeline of dates, tasks, and personnel to successfully implement the proposed program.

Flexible Spending Account (FSA) Services:

34. Is the FSA service you are providing managed in-house or is this a third party?
35. Please provide the number of staff members dedicated to an account of this size.
36. How long have you been providing FSA recordkeeping services?
37. How many flexible spending accounts do you currently assist?
38. How many participants do you currently assist?
39. How many of your employees work with FSA administration?
40. Provide an overview of your claim process.
41. Through which methods can employees submit claims for reimbursement?
42. How often does your company issue reimbursements (monthly, weekly, daily)?
43. What is your company standard turnaround time?
44. Where are reimbursements sent? What delivery method?
45. How do you detect duplicate claims?
46. What are your internal department auditing practices?
47. How does a participant inquire on claim receipt, status, and balance?
48. How does a participant appeal a denied claim?
49. How are participants informed of their remaining balance?
50. How can participants access up to the minute status of their account?
51. What education and follow up do you provide to ensure participants understand the 'use or lose' rule?
52. Provide website address and explain features available to Section 125 and flex participants.
53. 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?
54. Do you offer a flex debit card?

55. Do you offer direct deposit?
56. Do you offer a mobile app?
57. Do you offer online claim submission?
58. How do you bill the [School] for flexible spending account contributions?
59. How are employees notified of account balances?
60. Is the PCPS required to maintain a bank account and forward funds as needed, or does your company maintain the bank account?
61. If there are not enough funds to pay claims, does PCPS or your company fund the difference?
62. 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?
63. Do you accept fiduciary liability for FSA administration? Please explain.
64. Provide sample claim forms, sample EOB's and standard report samples.

Voluntary Products

65. What types of voluntary products does your company provide?
66. How long have you been administering voluntary products?
67. 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?
68. How do you help enroll employees and educate them about the plan and services?
69. Are you willing to make enrollment visits at different times and workplace locations to accommodate employee schedules and shifts?
70. What materials are customarily sent to new members?
71. Are these materials available in electronic format?
72. Describe your transition process and communications if you are selected.

403(b) Administration

73. Provide full costs which include any and all charges that may be applicable for 403(b) Administration services.
74. What is the participation requirement for proposed plan?
75. Provide details on how you will provide advice and recommendations on all current and upcoming/future regulations governing Section 403(b).
76. How will you assist with the employer obtaining all necessary documents necessary for administering a 403(b) program?
77. Please describe in detail all administration services you will provide regarding the 403(b) plan and annuity contracts – including transfer and rollover requests.
78. How will you educate our administrative staff on the 403(b) program and any processes ion they need to be aware of?
79. Will you serve as a liaison for communication between the employer and annuity providers?
80. Will you review employee contracts to ensure they do not exceed the allowed annual deductions?
81. Will you help with transaction documents? Both the participant and the provider?
82. How will you educate employees on their eligibility to participate in the 403(b) plan?
83. Explain how you will monitor plan contributions, including catch up contributions and salary reductions.

Other Services

84. Does your company provide dependent verification reviews? If yes, please describe the process. What is the cost?

System Requirements

85. What security standards do you implement to ensure participant privacy?

86. Describe your security procedures to ensure district and employee data is protected in full.

Customer Service:

- 87. Do you provide a local branch office? If yes, where?
- 88. Are account representatives local and available to assist on site as requested upon short notice?
- 89. Do you provide a dedicated toll-free number for [School] employee questions?
- 90. What are the proposed days and hours of operation staffed by live customer service representatives for the customer service office?
- 91. Does your customer service staff support other languages? What policies and procedures are in place to accommodate these needs?
- 92. Describe the training your customer service representatives receive at new hire and ongoing.
- 93. Please describe your call recording capabilities. What other quality assurance methods are in place?
- 94. Describe how you measure participant satisfaction.
- 95. Provide any additional information that you feel would distinguish your firm in its service to PCPS.

Fees:

- 96. Detail any management costs, transaction or service fees charged to PCPS or PCPS employees for services provided under this proposal/contract. Use additional pages if necessary.

Service	Employer Cost	Employee Costs	Total Costs
403(b) & 457 Plan Management			
Section 125 Benefits			
Medical & Dependent Care Flexible Spending Accounts			
Flex Debit Cards			
Other Services			