REQUEST FOR PROPOSAL
Finance Department
1562 Dairy Road
Charlottesville, Virginia 22902
Phone (434) 245-2948

Attention of Offeror is invited to the Code of Virginia, Virginia Public Procurement Act, Sections 2.2-4367 thru 2.2-4377 (conflict of interest)

THE SCHOOL BOARD OF THE CITY OF CHARLOTTESVILLE DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

ISSUE DATE: 10/11/2019
RFP ITEM NO: 03-20
CLOSING DATE: 10/31/2019
CLOSING TIME: 3:00 p.m.
ISSUSING OFFICER: Renee Hoover

DESCRIPTION OF REQUEST FOR PROPOSAL
THIS DOCUMENT CONSTITUTES A REQUEST FOR SEALED PROPOSALS (RFP) FROM QUALIFIED INDIVIDUALS AND ORGANIZATIONS TO PROVIDE BENEFIT CONSULTING SERVICES FOR THE CHARLOTTESVILLE CITY SCHOOLS.

THE FOLLOWING SECTION MUST BE EXECUTED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY.

Company Name: ___________________________ Federal I. D. #: ____________________
Address: _________________________________ Phone Number: ____________________
Fax Number: ______________________________
Person Quoting: __________________________ Title: _____________________________
(printed or typed)
E-mail Address: ____________________________
Signature: _______________________________ Date: _____________________________
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CHARLOTTESVILLE CITY SCHOOLS

Request for Proposal # RFP 03-20

1. PURPOSE

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals to
establish a contract through competitive negotiations to provide the School Board of the City
of Charlottesville also known as the Charlottesville City Schools (hereinafter referred to as
CCS) for benefits consulting services to include assistance with health and wellness plan
consulting, benefit design, bidding and evaluation, contract negotiation, on-going evaluation
and plan modification, compliance and education and maintenance, and other services
required to obtain and maintain competitive benefits.

CCS seeks a benefit plan that can be adjusted annually based on experience as well as one
that can easily adapt to the changing market conditions and regulations. CCS is interested in
an Offeror capable of taking a creative, innovative approach to manage the rising cost of
health care and employee benefits, while maintaining fiscal responsibility.

Offerors responding to this request must be responsible, regularly and practically engaged in
providing services requested in this RFP and possess ample resources for doing this work.
CCS is seeking an Offeror that is not affiliated with any insurance company, third party
administrative agency or provider network. The Offeror must have experience in providing
insurance consulting services in the public sector arena for employers with at least 500 –
1000 employees.

CCS reserves the right to award more than one Offeror.

2. GENERAL INFORMATION

CCS currently provides a comprehensive Health and Wellness Benefits Program listed below
for its employees in addition to sick leave, personal leave, vacation leave, holiday leave, and
bereavement leave.

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>PROVIDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexible Spending Accounts (FSA)</td>
<td>Wage Works</td>
</tr>
<tr>
<td>Employee Assistance Program</td>
<td>Faculty &amp; Employee Assistance Program</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>Aetna</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>Delta Dental of Virginia</td>
</tr>
<tr>
<td>VRS Plan 1 and 2 Short Term &amp; Long Term Disability</td>
<td>Standard Insurance</td>
</tr>
<tr>
<td>Supplemental Insurance</td>
<td>AFLAC</td>
</tr>
<tr>
<td>Retirement and Disability Plans</td>
<td>Virginia Retirement System (VRS)</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>VRS</td>
</tr>
<tr>
<td>Optional Life Insurance</td>
<td>Minnesota Life (VRS)</td>
</tr>
</tbody>
</table>
3. **SCOPE OF SERVICES**

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

A. Provide benefits information and periodic cost comparisons (of surrounding school divisions and other local government entities) on their offerings to enable CCS to make effective decisions in developing an overall Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.

B. Recommend alternative Benefit Plans designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.

C. Provide information on health benefits issues, trends, possible new benefits, and proposed or new legislation.

D. Review CCS Employee Benefits Program on a continuing basis to ensure that the Plans are in compliance with government regulations.

E. Track and report progress on benefit plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of benefit plan performance.

F. Provide consultation and guidance with respect to all Benefit Plans.

G. Provide consultation and guidance with respect to governmental mandates such as PPACA, FMLA, COBRA, HIPAA, ADA, USERRA, etc.

H. Advise and assist CCS with required Benefit Plan communications to employees annually, during benefits enrollment, and as regulatory changes occur.

I. Advise and assist CCS in developing, implementing and conducting the annual Benefit enrollment.

J. Assist with resolution of specific claims when requested by CCS.

K. Evaluate appropriateness of alternative financing mechanisms. This includes review of employee and employer contributions and conventional insurance options in comparison with self-funding. Recommend and assist in structuring various retention levels, stop-loss limits, etc.

L. Produce financial forecast reports for CCS’s self-insured medical plan, incorporating claim history as well as market place trends in the projection. Additionally, assist CCS in developing premium models and recommendations for establishing annual premium rates. Assist CCS staff in preparation of budget and expenditure projections for benefits.
M. Assist in drafting, reviewing, issuing and evaluating requests for proposals (includes identification of appropriate markets).

N. Assist and advise CCS in contract negotiations/renewals (include reviews for accuracy of coverage, compliance, terms and conditions).

O. Assist CCS to analyze vendors’ proposals and provide a written assessment based upon CCS’s selection criteria and timeframe.

P. Work in coordination with CCS to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during CCS’s RFP process and/or at any time during the contract period.

Q. Provide one contact person to be available to answer questions and resolve issues with a reasonable turn-around time, preferably one business day and one backup person that is available to assist if the assigned contact person is unavailable.

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 ISSUING OFFICE
Wherever used in this RFP, the Issuing Office shall be:
Charlottesville City Schools
Finance Department
Renee Hoover, Director of Finance, hooverr1@charlottesvilleschools.org
1562 Dairy Road
Charlottesville, Virginia 22902
Telephone: (434) 245-2952
Fax: (434) 245-2603

NOTE: Distribution of Bid Documents
Offerors may obtain RFP documents from the following sources:
http://www.ccs.k12.va.us/departments/budget/rfp.html

4.2 CONTRACT PERIOD
This contract will be for 43 months (3yrs 7 months), contract period from December 1, 2019 through June 30, 2024 with (4) one-year renewal option, upon mutual agreement of both parties. Subsequent contract periods will be July 1 - June 30 of each following year, respectively. It is the CCS’ intent for this RFP, any addenda, Successful Offerors proposal, any additional information requested, and negotiated changes to be incorporated by reference into the agreement.

4.3 CONTRACT ADMINISTRATOR
The Contract Administrator for this contract shall be Kimberly Powell, Assistant Superintendent of Finance and Operations.

4.4 GENERAL INSTRUCTIONS
A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:
   1. One (1) original, so marked, and four (4) copies of each proposal.
   2. A digital version of the proposal in PDF or DOC format on USB.
   3. If the Offeror determines that part or parts of its proposal are trade secrets or
proprietary information that is not to be open to public inspection, the Offeror must submit an additional digital copy of its proposal that eliminates such part or parts. This copy shall be identified with the words “REDACTED COPY” and should be submitted on the same USB.

B. Proposal Preparation:
1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by CCS.

2. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

4. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

5. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.

6. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

7. Ownership of all data, materials, and documentation originated and prepared for CCS pursuant to the RFP shall belong exclusively to CCS 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 § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. (Reference Attachment C)

C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to CCS. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. CCS will schedule the time and location of these presentations. Oral presentations are an option of CCS and may or may not be conducted.

4.5 SPECIFIC PROPOSAL INSTRUCTIONS
Proposals should be as thorough and detailed as possible so that CCS may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
B. Complete and return Attachments listed in Section 8.
C. A written narrative statement to include:
   1. A listing and detailed explanation of services to be provided.
   2. Experience of the Offeror, Offeror’s staff and subcontractors in providing the proposed services.
D. Annual lump sum fee for proposed services.

5. EVALUATION AND AWARD
5.1 Evaluation Criteria: Proposals shall be evaluated by CCS using the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services being offered to include demonstrated understanding of applicable laws and regulations</td>
<td>45</td>
</tr>
<tr>
<td>Experience and technical expertise of Offeror, Offeror’s staff and subcontractors. CCS prefers an Offeror with School Divisions and other governmental clients in Virginia.</td>
<td>45</td>
</tr>
<tr>
<td>Annual fee for services</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

5.2 Award: Following evaluation of the written proposals as submitted, 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 factors involved in the RFP, including price if so stated in the RFP. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, CCS shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror, or to multiple Offerors should CCS decide this to be in its best interest. Should CCS 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.

6. GENERAL TERMS AND CONDITIONS

6.1 CCS ADVERTISES: Competitive solicitations on CCS website at http://www.ccs.k12.va.us/departments/budget/rfp.html. CCS web site can also be accessed through City of Charlottesville website https://www.charlottesville.org/departments-and-services/departments-h-z/procurement-and-risk-management/bids-and-proposals/current-projects or other appropriate websites. In addition, CCS may publish in a newspaper of general circulation. In addition, bids may be solicited directly from potential contractors.

6.2 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of CCS. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to CCS are found to be defective or not to conform to specifications, CCS reserves the right to cancel the contract upon written notice to the Contractor and return any products to Contractor at the Contractor's expense.

6.3 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, CCS will publicly post such notice on the CCS website (http://www.ccs.k12.va.us/departments/budget/rfp.html) for a minimum of 10 days.

6.4 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to CCS 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 (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 (Code of Virginia, § 2.2-4343.1E).

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 the requirements of this section.

B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.5 APPLICABLE LAWS AND COURTS: This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the City of Charlottesville Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.

6.6 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of CCS.

6.7 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by CCS, whichever is sooner. CCS or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

6.8 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that CCS shall be bound hereunder only to the extent of lawfully appropriated funds.

6.9 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.

6.10 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the Virginia Public Procurement Act, (Code of Virginia § 2.2-4300, et seq.), and all applicable School Board policies, regulations and procedures adopted pursuant thereto.

6.11 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. CCS will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

6.12 CONTRACTOR’S PERFORMANCE:
   A. The Contractor agrees and covenants that its agents and employees shall comply with all City, State, Federal laws and School Board rules and regulations applicable to the business to be conducted under the Contract.
   B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
   C. The Contractor shall cooperate with School Board officials in performing the Contract work so that interference with normal operations will be held to a minimum.
   D. CCS and using agencies will, at all times, have access to the work being performed under
6.13 **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Director of Finance, 1562 Dairy Rd, Charlottesville, VA 22903 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. CCS Assistant Superintendent will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of CCS Administrator to the School Board by providing written notice to CCS Administrator, within 15 days of the date of the decision. The School Board shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to CCS no later than 30 days following the conclusion of the work or delivery of the goods.

6.14 **DEBARMMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by CCS, the Commonwealth of Virginia, or the U.S. Government from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6.15 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, CCS, after due written notice as required by the NOTIFICATION clause, 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 CCS may have.

6.17 **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 whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

6.18 **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 subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.19 **FINANCIAL STATEMENTS:** All Offerors, by submission of a response to this solicitation, agree to provide CCS, within 10 calendar days of CCS’s request, a copy of its most recent financial statements.
audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with CCS. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to CCS, and CCS shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to CCS contract, so as to guarantee CCS’s rights to obtain financial statements. Should the Contractor fail to ensure CCS’s rights under this section, the Contractor shall be liable to CCS for all reasonable costs and expenses CCS may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.


6.21 INDEMNIFICATION: The Contractor hereby binds himself and his successors to indemnify, defend, and hold harmless Charlottesville School Board, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor or his agents in the performance of the contract; and that the whole or so much of the moneys due to the contractor under and by virtue of this Contract, as such or may be considered necessary by the Charlottesville School Board, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the Charlottesville School Board. The said Contractor further agrees to indemnify and hold harmless Charlottesville School Board against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Contractor’s employees in and about the said work, under and pursuant to the provisions of the Workman’s Compensation Law or any amendments thereto, and the Contractor shall produce certificates or other satisfactory evidence of ample protection against such liability.

6.22 INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of CCS.

6.23 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor’s work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by CCS.

6.24 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal or provided that change of address is given in accordance with this paragraph. Any notice to CCS shall be given to: Charlottesville City Schools, Assistant Superintendent of Finance and Operations, 1562 Dairy Rd, Charlottesville, VA 22903. The Contractor agrees to notify CCS immediately of any change of legal status or of address.
6.25 PAYMENT:
A. To Prime Contractor:
   1. Invoices for items ordered, delivered and accepted or services rendered shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract or by e-mail to ccsinvoices@charlottesvilleschools.org. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
   2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
   3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (Code of Virginia, § 2.2-4353).
   4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, CCS shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve CCS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

6.26 PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF CHARLOTTESVILLE SCHOOL BOARD FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances.

6.27 QUALIFICATIONS OF OFFERORS: CCS 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 CCS all such information and data for this purpose as may be requested. CCS reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. CCS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy CCS 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.

6.28 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.

B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.

C. In the event any third party shall claim that the manufacture, use and sales of these goods or services offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless CCS from any cost, expense, damage or loss incurred in any manner by CCS on account of such alleged infringement.
6.29 **SEVERABILITY:** Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

6.30 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and CCS’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Attachment B

6.31 **TAXES:** CCS is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between CCS and the Contractor, as the taxes shall be an obligation of the Contractor and not of CCS, and CCS shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

7. **SPECIAL TERMS AND CONDITIONS**

7.1 **CANCELLATION OF CONTRACT:** CCS 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. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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.

7.2 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to employees will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual’s and CCS’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify CCS of any breach or suspected breach in the security of such information. Contractors shall allow CCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement. Contractor may be responsible for cost to remedy any data breach if contractor is found to be the cause.
7.3 CONTINUITY OF SERVICES:

A. The Contractor recognizes that the services under this contract are vital to CCS and must be continued without interruption and that, upon contract expiration, a successor, either CCS or another Contractor, may continue them. The Contractor agrees:
   1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
   2. To make all Charlottesville School Board data available to any successor in the original format given to contractor, at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
   3. That CCS shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from CCS, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to CCS’s approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee not to exceed a pro rata portion of the fee under this contract. All phase-in/phase-out work fees must be approved by CCS in writing prior to commencement of said work.

7.4 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: __________________________ Name of Offeror __________________________ Due Date __________________________ Time __________________________
Street or Box Number __________________________
City, State & Zip Code __________________________

The outside of the envelope should be addressed as directed on Page 1 of the solicitation. The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to The Division Administration Office, 1562 Dairy Rd, Charlottesville, VA, 22903. No other correspondence or other proposals should be placed in the envelope.

INSURANCE REQUIREMENTS: The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements set forth below before CCS will issue a Purchase Order. The Contractor shall be responsible for maintaining current certificates of insurance on file with CCS. The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to CCS, as will protect itself and CCS from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of “A-”, Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by CCS. The Contractor shall maintain during the initial term and any additional terms of the contract the following equivalent coverage and minimum limits:
A. Commercial General Liability $1,000,000 Combined Single Limit per Occurrence: The Commercial General Liability policy should name the additional insured as follows: the Charlottesville City Schools and its elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards.

B. Automobile Liability $1,000,000 Combined Single Limit Per Occurrence

C. Worker’s Compensation: Statutory Limits of the Commonwealth of Virginia

D. Employers’ Liability $500,000 Accident, $500,000 Disease & $500,000 Policy Limit

E. Umbrella Liability $1,000,000 Per Occurrence

F. The certificate holder should be listed as:
   Charlottesville City Schools
   1562 Dairy Rd
   Charlottesville, VA 22903

7.5 RENEWAL OF CONTRACT: This contract will be for 43 months (3 yrs 7 months), contract period from December 1, 2019 through June 30, 2024 with (4) one-year renewal option, to begin fiscal year July 1, 2024 - June 30 available under the terms and conditions or as negotiated. Price increases may be negotiated only at the time of renewal. Written notice of CCS’s intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

The obligation of CCS to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the City of Charlottesville City Counsel to satisfy payment of such obligations. CCS obligations to make payments during subsequent fiscal years are dependent upon the same action.

7.6 SUBCONTRACTS: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8. ATTACHMENTS
   Attachment A  - Vendor Data Sheet
   Attachment B  - Virginia State Corporation Commission Registration Information
   Attachment C  - Proprietary/Confidential Information Identification
   Attachment D  - Contractor Certification Relating to Background Checks
Note: The following information is required as part of your response to this solicitation.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor’s Primary Contact:**
   
   Name: ___________________________  Phone: ___________________________
   
   Title: ___________________________  Email: ___________________________

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
   
   _____ Years    _____ Months

4. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

   Company: ___________________________  Contact: ___________________________
   
   Phone: ___________________________  Fax: ___________________________
   
   Project: ___________________________
   
   Dates of Service: ___________________________  $ Value: ___________________________

   Company: ___________________________  Contact: ___________________________
   
   Phone: ___________________________  Fax: ___________________________
   
   Project: ___________________________
   
   Dates of Service: ___________________________  $ Value: ___________________________

   Company: ___________________________  Contact: ___________________________
   
   Phone: ___________________________  Fax: ___________________________
   
   Project: ___________________________
   
   Dates of Service: ___________________________  $ Value: ___________________________
ATTACHMENT B

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information - The bidder:

☐ Is a corporation or other business entity with the following SCC identification number: ________

-OR-

☐ Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

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

-OR-

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

**NOTE** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐
ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

OFFERORS MUST SUBMIT THIS FORM WITH THEIR PROPOSAL IF DECLARING ANY TRADE SECRET OR PROPRIETARY INFORMATION

Ownership of all data, documentation, and materials originated and prepared for the Charlottesville City Schools pursuant to this Request shall belong exclusively to CCS and shall 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 inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the Code of Virginia in writing, either before or at the time the data or other materials are submitted. The written Request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

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ATTACHMENT D

CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS CHARLOTTESVILLE CITY SCHOOLS
PURSUANT TO CODE OF VIRGINIA § 22.1-296.1

I,__________________________________________________________, certify to the Charlottesville City School Board that no representative or employee who will provide services under this contract, and who will have direct contact with students on school property during regular school hours or during school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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

__________________________________  __________________________
Date                                        Signature

__________________________________
Title

__________________________________
Company Name