



**COUNTY OF PULASKI, VIRGINIA  
RFP#2024-01 INSURANCE CONSULTING SERVICES**

Issue Date: January 19, 2024  
Due Date: February 2, 2024  
Time: 2:00 P.M. EST  
RFP #: 2024-01  
Issuing Department: Pulaski County Government  
Department of Human Resources  
143 Third Street N.W., Suite 1  
Pulaski, VA 24301  
Procurement Contact: Tammy Nichols  
Human Resources Director  
Phone: 540-994-2406  
E-mail: [tnichols@pulaskicounty.org](mailto:tnichols@pulaskicounty.org)

The Pulaski County Board of Supervisors is seeking proposals from qualified firms to provide insurance consulting services for Pulaski County, Pulaski County School Board, Pulaski County Public Service Authority and the Pulaski County Department of Social Services. All proposals shall be turned into the office of Human Resources located at 143 Third Street N.W., Suite 1, Pulaski, VA 24301 no later than 2:00 P.M. EST on Friday, February 2, 2024. ***This procurement shall utilize competitive negotiation.*** If proposals are mailed or hand delivered, send directly to the issuing department shown above. Any proposals sent in via facsimile, telephone, or e-mail will not be considered. It is the Offeror's sole responsibility to ensure proposals are received by the due date and time.

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## I. Purpose & Background

- a. The purpose of this Request for Proposal (RFP) is to obtain the services of a qualified Insurance Consultant licensed in the Commonwealth of Virginia. The awarded Consultant shall provide consulting services, including but not limited to, the continuous design, preparation, procurement, negotiation, and implementation of the health care programs for Pulaski County Government, Pulaski County Public Schools, Pulaski County Public Service Authority and the Pulaski County Department of Social Services. All services shall be provided in accordance with the specifications contained herein and attached to. This solicitation is issued by the Pulaski County Government on behalf of the Pulaski County Government, Pulaski County School Board, Pulaski County Public Service Authority and Pulaski County Department of Social Services, herein referred to collectively for convenience as "Owner".
- b. Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications referred to in this RFP, must be made in **writing** to:  

Tammy Nichols  
Human Resources Director  
143 Third Street NW, Suite 1  
Pulaski, VA 24301  
[tnichols@pulaskicounty.org](mailto:tnichols@pulaskicounty.org)
- c. The contents of the proposal submitted by the successful Offeror, this RFP (including general terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Consultant will be required to sign a contract with the Owner upon approval of the Pulaski County Board of Supervisors.
- d. Currently, the Pulaski County Government, Pulaski County School Board, Pulaski County Public Service Authority, and Pulaski County Department of Social Services have a contract for Insurance Consulting Services with One Digital Consulting Services.
- e. Currently, the health insurance is provided by Anthem. The plan includes medical, prescription and limited vision coverage. Delta Dental is the current provider of dental insurance and EyeMed is the provider for optional vision insurance. The Employee Assistance Program (EAP) is provided by Sentara. Benefits are provided to full time employees.

- f. Currently, the insurance plan is self-funded. The Pulaski County Government, Pulaski County School Board, the Pulaski County Public Service Authority and Pulaski County Department of Social Services are all under one (1) contract for each of the benefits. Retirees can enroll in health and dental plans.
- g. The plan anniversary date for open enrollment begins late April and the plan year begins July 1<sup>st</sup> of each year. Health, dental, and vision insurance were last bid out in the spring of 2017. **We will be seeking the advice of the selected consultant to bid all plans out in February 2024.**
- h. The table below lists the different agencies with a breakout of benefit plans and the number of participants for each plan (as of December 2023).

<b>Pulaski County Government</b>	<b>Active Participants</b>	<b>Retirees</b>	<b>COBRA Participants</b>
Health Insurance	213	7	1
Dental Insurance	213	31	1
Vision Insurance *	208	0	0
<b>Pulaski County School Board</b>			
Health Insurance	408	6	0
Dental Insurance	408	155	1
Vision Insurance	281	0	0
<b>Pulaski County Social Services</b>			
Health Insurance	41	0	0
Dental Insurance	41	9	0
Vision Insurance *	35	0	0
<b>Pulaski County PSA</b>			
Health Insurance	47	0	0
Dental Insurance	45	0	0
Vision Insurance *	40	0	0

\*Note, The vision plan is not divided by County, DSS and PSA. It is all included as Pulaski County Government. Also, the dental plan is not offered to retirees.

## II. Contract Period & Award Information

- a. The initial contract period shall be for a period of one (1) year, commencing on February 2024 and continuing through February 2025. The contract may be renewed up to four (4) additional one (1) year terms upon mutual agreement by both parties, unless terminated earlier as hereinafter provided. The initial cost for the first year of services rendered shall be a firm fixed price negotiated with the selected Offeror. Cost adjustments may be negotiated annually for subsequent contract terms but shall not increase more than 2.5% per renewal term.

### III. Scope of Services

- a. The Offerer should provide the County with an estimate of annual hours for reoccurring services. These services are to be included into the Annual Fixed Price Fee. The successful Offeror shall:
  1. Assist in the design, implementation, and administration of employee programs which currently include but are not limited to the following:
    - a. Medical
    - b. Dental
    - c. Vision
    - d. Employee Assistance & Behavioral Health Programs
    - e. Wellness Programs
  2. Review and make recommendations to the Owner regarding the existing and potential benefits plans and programs as well as modifications to the existing plan design, cost, cost shares, and quality of employee benefits plans and programs.
  3. Review the Owner's Employee Benefits Program on a continual basis to ensure that the plans are in compliance with government regulations.
  4. Track and report progress of the benefits plan on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of benefit plan performance (ie: Health Care Plan – Premiums vs. Claims.)
  5. Provide the Owner with communications to the employees of any changes to the benefits plan on an "as needed" basis (newsletters, press releases, presentations, etc.)
  6. Conduct benefits renewal negotiations with providers on behalf of the Owner.
  7. Provide any additional reoccurring services that your firm provides as a standard to the base contract. Additional reoccurring services should be detailed in full, clearly, precisely and adequately in the Offeror's proposal. The Owner will not be held responsible for misinterpreting proposals.
  8. The Consultant would attend all employee open enrollment meetings as requested by the Owner and provide electronic enrollment assistance to all employees of the Owner. The consultant would also provide software that would allow each employee an individual electronic profile for insurance enrollment/changes.

9. Perform additional task order related services to the Owner on a preapproved as needed basis. A written proposal for these types of services shall include Scope of Work, timelines, project team identification and the fee for additional related services. This information shall be submitted to the Owner prior to commencement of the work. Upon acceptance by the Owner, the written proposal will become part of the task order. The task order will become an 'amendment' to the original contract.
10. Assist the Owner in the development of all solicitations (RFP, IFB, ITB, RFQ, etc.) for the solicitation of future employee benefits plans and programs in full compliance with the Virginia Public Procurement Act (VPPA). This shall include but not limited to: creating the solicitation; assisting the Owner in the management of the solicitation process; preparation of a comprehensive report of the recommendations; and presenting to the Owner regarding the selection recommendations; providing the Owner with all documentation related to the solicitation process.
11. Please provide examples of "value added" services that are "task order related (Ex. Actuary services, etc.)
12. The Consultant may also be asked to assist the Owner in the solicitation and review of proposals for property and casualty and accident and health insurance for the Pulaski County Fire Protection Committee (volunteer fire departments).
13. The Consultant will provide suggestions, information, cost and demo's on benefit enrollment platforms that will increase efficiency of employee benefit enrollment for the owner.
14. The Consultant will provide suggestions, information and cost for worksite products for the owner.
15. The Consultant will provide suggestions, information and cost for COBRA benefit information and well as Health Savings Accounts (HSA's) and Flexible Spending Accounts (FSA's)
16. The Consultant will provide 1095 preparation on behalf of the Owner.
17. The Consultant will provide investment assistance, employee enrollment and administration of current Nationwide 457b and other pre and post-tax employee savings plans and provide recommendations as current market conditions change.

#### IV. **Proposal Format**

- a. An authorized representative of the Offeror shall sign the proposal.

- b. Proposals are to be submitted in a simple and economical format, which allows uniform review and easy access to information by the evaluation committee. Emphasis should be placed on completeness and clarity of content.
- c. Introductory letter of interest.
- d. Table of contents, which cross-references the solicitation requirements and numbers all pages of the proposal.
- e. Proposals should be organized in the order in which the requirements are presented in the RFP.
- f. Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the projects and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
  - 1. Licenses to conduct services required by the Code of Virginia.
  - 2. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel.
  - 3. Sample documents and/or reports, which shall include, but not limited to work plan, strategic planning report, claims experience audit report, etc.
  - 4. The staffing of the Offeror firm and firm's approach to ensure quality control and completion of all projects within the time frame set forth.
  - 5. Provide no less than five (5) recent client references. The references shall consist of two (2) or more of the clients your company has performed health insurance consulting services for within the last two (2) years and three within the last five (5) years. References should consist of at least two school and two local government references.
  - 6. The cost proposal will consist of two (2) elements.
  - 7. An annual not to exceed fee proposal. This section must include a proposed fixed annual fee along with a detailed description of the number of hours your firm believes necessary to complete the recurring tasks identified herein.
  - 8. The hourly rates of key individuals to compete the task order services described.
  - 9. An estimated work plan including the number of hours anticipated and pricing for a complete review, analysis and solicitation of the Owner's benefits.
  - 10. Each copy of the proposal should be bound or contained in a single volume where practical. All documents that pertain to the proposal should be contained in a single volume.

## V. Submittal Instructions

- a. In order to be considered for selection, all Offerors must submit a complete response to this solicitation. The Human Resources Director must receive one (1) original and six (6) copies of each proposal no later than 2:00 PM EST on Friday, February 2, 2024. The Offeror shall make no other distribution of the proposal. Proposals must be marked accordingly as referenced in the “General Terms and Conditions” listed herein. All portions of the proposal should be submitted at the same time as one (1) comprehensive document.
- b. Addenda: An Offeror who requests clarification or interpretation of or improvements to this solicitation shall make a written request which must be received by the Pulaski County Human Resources Director at least seven (7) business days prior to the date set for the receipt of proposals. If the Owner determines a clarification or any further information is necessary, it shall issue an addendum to this solicitation on the Pulaski County Government website and the eVA website. An addendum extending the date for the receipt of proposals or withdrawing this solicitation may be issued at any time prior to the date set for the receipt of proposals. Offerors may sign up for instant alerts regarding solicitation posting and changes on the Pulaski County website and eVA websites. IT IS THE SOLE RESPONSIBILITY OF EACH PROSPECTIVE OFFEROR TO FIND, OBTAIN, AND RECOGNIZE ANY ADDENDUMS TO THIS SOLICITATION.
- c. Each Offeror assumes full responsibility for delivery and deposit of the completed proposal on or before the deadline for submission. The Owner is not responsible for any loss or delay with respect to the delivery of proposals. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED AND WILL BE REJECTED AS UNTIMELY. Proposals are to be submitted in a sealed envelope bearing the following information:

RFP#2024-01 Insurance Consulting Services  
 Due Date: February 2, 2024  
 Tammy Nichols, HR Director  
 Human Resources Director  
 County of Pulaski  
 143 Third Street NW, Suite 1  
 Pulaski, VA 24301

## VI. Evaluation of Proposals

- a. The Owner will conduct an evaluation of all proposals submitted based upon specific criteria. The evaluation team will review the submissions and award the Offeror a contract based on the competitive negotiation process. The process mentioned in the previous sentence can be referenced in the VPPA Section 2.2-4301.3.b.



- b. The contract shall be awarded to the Offeror that is deemed to be in the best interest of the Owner.

**VII. Selection Criteria**

- a. The criteria listed below will be used to evaluate the proposals and shall be used in selecting the qualified firms to begin negotiations.
  - 1. A complete understanding of the projects, the firm’s proposed concepts and approach to insurance consulting services, cost-effective solutions, and methodology that will meet the requirements of the Owner.
  - 2. Credentials of the firm, individuals who will be assigned to or be responsible for any aspect of the projects/contract.
  - 3. Provide no less than five (5) recent client references. The references shall consist of two (2) or more of the clients your company has performed health insurance consulting services for within the last two (2) years and three within the last five (5) years. References should consist of at least two school and two local government references.
  - 4. Evidence of good customer service, organization and management practices includes but is not limited to an Offeror that can follow the instructions in the solicitation, delivery to the Owner a clear and concise response of the Offeror’s capabilities and answer the questions that are listed in the solicitation.
  - 5. Cost.

**VIII. Timeline**

- a. Solicitation Issued.....01/02/2024
- b. Deadline for Questions.....1/26/2024
- c. Proposals Due.....02/01/2024
- d. Contract Awarded (approximately).....02/26/2024

## APPENDIX A: GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

### GENERAL TERMS AND CONDITIONS:

1. Vendor's Manual - This solicitation is subject to the provisions of the Commonwealth of Virginia Public Procurement Act and any revisions thereto, which are hereby incorporated into this contract in their entirety.
2. Applicable Laws and Courts – This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
3. Ethics in Public Contracting – By submitting their bids or proposals, bidders and offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror or supplier, manufacturer or subcontractor in connection with their bid or 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 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 bids or proposals, the bidders or offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
5. Debarment Status – By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
6. Antitrust – By entering into contract, the Contractor conveys, sells, assigns, and transfers to the Agencies all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Agencies.
7. Clarification of Terms – If any prospective bidder or offeror has questions about the specifications or other solicitation documents, the prospective bidder or offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Agencies.
8. Form – All responses to a Request for Proposal (RFP) must be on the offerors letterhead or form. Responses to an RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked "Change Agent", date and time.
9. Opening Date/Time – Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Agencies after date and time specified for scheduled opening will not be considered. It will be the responsibility of the offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, email, or telegraphic proposals (including fax) will not be accepted.
10. Inconsistencies in Conditions – In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, and/or other schedules contained herein, the latter two shall take precedence.
11. Invoices – Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number.

12. Payment Terms – Any payment terms requiring payment in less than 30 days will be regarded as requiring 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
13. Qualification of Bidders or Offerors – The Agencies may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder or offeror to perform the work/furnish the item(s) and the Contractor or offer shall furnish to the Agencies such information or data for this purpose as may be requested. The Agencies reserve the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the Agencies that such bidder or offeror is properly qualified to carry out the obligations to the contract and to complete the work/furnish the item(s) contemplated therein.
14. Assignment of Contract – A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Agencies.
15. Changes to the Contract – The Agencies Board Chairman or their designee may, upon mutual agreement with the firm, issue written modifications to the scope of work/specifications of the contract, and within the general scope thereof.
16. Execution – All work/performance shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia (VA) Conflict of Interest Act, VA Fair Employment Contracting Act, VA Freedom of Information Act, VA Prompt Payment, VA Public Procurement Act.

**SPECIAL TERMS AND CONDITIONS:**

1. Advertising – In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Agencies have purchased or uses its products or services.
2. Audit – The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Agencies, whichever is sooner. The Agencies, their authorized agents, county and/or State auditors shall have full access to and the right to examine any of said material during said period.
3. Rejection of Proposals – The Agencies Board Chairman 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 reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should it be determined in writing that only one offeror is clearly more qualified than the other under consideration, a contract may be negotiated and awarded to the offeror.
4. All Documents – which the Contractor is required to execute under this agreement, shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of the corporation authorized another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In case of an individual or partnership, the individual to be bound shall sign, and each partner to be bound shall sign the document(s).
5. Identification or Bid/Proposal Envelope – If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Due Date: \_\_\_\_\_

Name of Bidder/Offeror

\_\_\_\_\_

Time: \_\_\_\_\_

Street or Box Number

\_\_\_\_\_

City, State, Zip Code

Jonathan D. Sweet

Insurance Consulting Services

Name of Contract/Purchase Officer or

RFP Title

Buyer

Proposals and inquiries should be addressed to:

Tammy Nichols  
 Human Resources Director  
 County of Pulaski  
 143 Third Street, N.W., Suite 1  
 Pulaski, VA 24301  
 (540) 994-2431  
 (540) 980-7717 FAX  
 e-mail: [tnichols@pulaskicounty.org](mailto:tnichols@pulaskicounty.org)

If a bid/proposal not contained in the special envelope is mailed, the bidder/offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or any other bids/proposals should be placed in the envelope.

6. Ownership of Materials – Ownership of data, material and documentation originated and prepared pursuant to the Request for Proposal shall belong exclusively to the Agencies and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or priority information submitted by an offeror shall not be subject to public disclosure under the Act; however, the offeror must narrowly specify and identify the data or other materials to be protected and state the reasons why such protection is necessary.
7. Contract Disputes – In accordance with Section 11-69 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the Agencies by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Chairman of the Board at the address shown on this solicitation.
8. Patent/Copyright Protection – The contractor, at his own expense, will defend any suit which may be brought against the Agencies for the infringement of United States Patents or copyrights arising from the Contractor's or the County's use of any equipment, software, materials or information prepared or developed in connection with performance of the contract and in any such suit. Contractor will satisfy any final judgment of award for such infringement subject to Section 2.1-127 of the Code of Virginia. This is upon the condition that:
  - a. The Contractor is notified of the suit within a reasonable amount of time after the Agencies become aware of it; and
  - b. The Contractor has the full right and opportunity to conduct the defense of any such action. If, however, principles of governmental or public law are involved, the County may, at their option, participate in the defense of any such action. The Contractor shall not indemnify the County against any claim of infringement arising out of the equipment, software materials or information made or modified to the County's own specifications or design, or any equipment, software, materials or information not supplied by the Contractor.

If in the Contractor's opinion the equipment, software, material or information furnished hereunder is likely to or does become the subject or claim of infringement of the United States Patents or Copyrights, then without diminishing contractor's obligation to satisfy and final award, Contractor may, at this option, substitute for the alleged infringing equipment, software, materials or information modifications suitably satisfactory to the Agencies or at the Contractor's option and expense, obtain the right for the Agencies to continue the use of such equipment, software,

materials or information. If the use of such equipment, software, materials or information by the Agencies shall be prevented by permanent injunction, or Contractor's inability to procure the right for the Agencies to continue using the equipment, software, materials or information at a reasonable cost, the Contractor agrees to take the infringing equipment, software, materials or information and refund the total amount the Agencies have paid Contractor under said agreement, less three (3) percent of the total paid for each month of use by the Agencies for the first twelve (12) months and two (2) percent of the total for each month of use after the first twelve months.

9. Non-Appropriation – All funds for payment of equipment and maintenance service items ordered under this contract are subject to the availability of appropriation for this purpose. In the event of non-appropriation of funds for the items under this contract, the Agencies will terminate this contract for those items for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after action is completed.
10. Termination and Cancellation – The Agencies shall have the unilateral right to terminate this contract or Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement; (a) the offeror shall fail to deliver the services required by this contract, or (b) the offeror shall repeatedly fail to respond to request for services within the time limits set forth in the contract, or (c) the offeror shall breach any of the other cure after receiving a "Show Cause Notice" identifying the failure, then providing the vendor ten (10) days to cure the failure/non-performance. If the offeror fails to answer the cure notice or does not correct the deficiencies noted, the Agencies may immediately terminate the agreement for Default. In such event, the Agencies will only be liable for cost incurred to the date of termination. The County's failure to exercise the right to terminate for default under this provision shall not be construed as a waiver to the right to terminate, rescind or revoke this contract in the event of any subsequent breach of any provisions of this agreement.
11. Any resulting contract in response to the RFP shall be governed in accordance with the laws of the Commonwealth of Virginia. If any term or provision of this RFP shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this RFP shall remain in full force and effect, and such term or provision shall be deemed null and void.
12. Independent Contractor – The Firm(s) shall not be an employee of the Agencies, but shall be an independent offeror. The Contractor shall indemnify and hold the Agencies harmless with respect to all withholding, social security, unemployment compensation and all other taxes or amount of any kind relating the employment of any of the persons providing services to the Agencies with respect to this agreement.
13. Coordination of Work – Offeror shall coordinate the work with the Agencies for the timely completion of work.
14. Damages – Any damage to property resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense.
15. Additional Projects – The Agencies reserve the right to solicit additional request for proposals for additional projects which may develop during the time of the contract as may be in the best interest of the Agencies. Any determination to solicit additional request for Proposals will be in the sole discretion of the Agencies.

## **INSURANCE AND INDEMNIFICATION GUARANTEE**

### **1. Indemnification and Hold Harmless Requirements**

- 1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Agencies, their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, including but not limited to any such claim, damage, loss or expense which is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the Contractor, 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 claim against the Contractor or his Subcontractor arising from any work or property that must be restored, repaired or replaced because of Contractor's or Subcontractor's work being incorrectly or improperly performed. Such obligations 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.
- 1.2 In any and all claims against the Agencies or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other Employee benefit acts.

### **2. Contractor's Liability Insurance and Other Insurance**

- 2.1 The Contractor shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including but not necessarily limited to, the following:
1. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
  3. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
  5. claims for damages, other than to the work itself, because of injury to destruction of real or tangible property, including loss of use resulting there from; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle
- 2.2 The insurance required by Subparagraph 2.1 shall be written for not less than any limits of liability specified in the Contract Documents, or as required by law, whichever is greater.
- 2.3 The insurance required by Subparagraph 2.1 shall include contractual liability insurance applicable to the Contractor's obligation under Paragraph 1.
- 2.4 Certificates of Insurance acceptable to the Agencies shall be filed with the Agencies prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Agencies.
- 2.5 The Agencies shall be named as an additional insured on the policy for each project.

**POLICY OF NONDISCRIMINATION**

Pursuant to Section 15.1-25 of the 1950 Code of Virginia, as amended, during the performance of any contract awarded, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of 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 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.

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.

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.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so such provisions shall be binding upon each subcontractor and/or vendor.

Additionally, the contractor will not discriminate against any employee or applicant on the basis of handicapped status, except where handicapped status is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date



**DRUG FREE WORKPLACE MAINTENANCE BY CONTRACTOR**

Pursuant to Section 11-51.1 of the Code of Virginia, all public bodies shall include in every contract over \$10,000 the following provisions:

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 placed by or on behalf of the contractor's 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 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.

---

Signature of Authorized Agent

**Subpart I: Drug-Free Workplace Act Assurances**

The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
  - i. The dangers of drug abuse in the workplace;
  - ii. The grantee's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
  - i. Taking appropriate personnel action against such an employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**APPENDIX B: DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST  
RETURN THIS AND THE NEXT PAGE**

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	<b>Worker's Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory
X	<b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	<b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, or equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Held by Contractor
X	Umbrella Liability Best's Guide Rating-A-VIII or better, or equivalent.	\$1,000,000
	Other Insurance:	
X	<b>"Pulaski County Board of Supervisors Third Street, NW Suite 1 Pulaski, VA 24301" named as an additional insured on Auto and General Liability Policies.</b> (This coverage primary to all other coverage	

	the County may possess and must be shown on the certificate.)	
<b>X</b>	30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Pulaski, owner– Ref. Code of Virginia Section 38.2-231. <b>Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice.</b>	
<b>X</b>	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<b>X</b>	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

**We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.**

\_\_\_\_\_

FIRM

\_\_\_\_\_

SIGNATURE

**APPENDIX C: VENDOR DATA SHEET  
RETURN THIS AND THE NEXT PAGE**

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in determining your proposal to be not acceptable.

Qualification: The vendor must have the capability and capacity to satisfy all the contractual requirements.

Bidder's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Years in Business: Indicate the length of time you have been in business providing this type of goods and service: \_\_\_\_\_ Years

Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by Pulaski County? \_\_\_\_\_

Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? \_\_\_\_\_

SCC # \_\_\_\_\_

Provide no less than five (5) recent client references. The references shall consist of two (2) or more of the clients your company has performed health insurance consulting services for within the last two (2) years and three within the last five (5) years. References should consist of at least two school and two local government references:

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: \_\_\_\_\_

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Fax: (    ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$Value: \_\_\_\_\_

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Fax: (    ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\$Value: \_\_\_\_\_

**RETURN THIS PAGE**  
**APPENDIX D: OFFEROR STATEMENT**

Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this solicitation and hereby submits this proposal pursuant to such instructions and instructions.

\_\_\_\_\_  
Type or Print Name & Title of Authorized Person

\_\_\_\_\_  
Signature of Authorized Person Submitting This Proposal

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN to before me by the above named

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**RETURN THIS PAGE**  
**APPENDIX E: NON-COLLUSION STATEMENT**

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal are true.

By signing this proposal the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Pulaski County of the Commonwealth of Virginia. Offeror also certifies by signing this proposal that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this solicitation and hereby submits this proposal pursuant to such instructions and specifications, without exception.

\_\_\_\_\_

By

\_\_\_\_\_

Signature

\_\_\_\_\_

Title



**RETURN THIS PAGE**  
**APPENDIX F: SCC REGISTRATION FORM**

The Bidder/Offeror/Contractor:

\_\_\_\_\_ 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 who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contract by which such goods were sold and shipped into Virginia from Offeror's out of state location)

OR

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

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

**RETURN THIS PAGE  
APPENDIX G: FEE PROPOSAL**

Below please list the firm, fixed price for the services as described herein:

FY24-25 Annual Consulting Services \$ \_\_\_\_\_

Hourly Rates for Additional Services:

Principal: \$ \_\_\_\_\_

Manager: \$ \_\_\_\_\_

Staff: \$ \_\_\_\_\_

**Optional Years Annual Consulting Services**

	<b>FY25-26</b>	<b>FY26-27</b>	<b>FY27-28</b>	<b>FY28-29</b>
<b>Annual Fee</b>	\$	\$	\$	\$
<b>Principal</b>	\$	\$	\$	\$
<b>Manager</b>	\$	\$	\$	\$
<b>Staff</b>	\$	\$	\$	\$

**RETURN THIS PAGE OR PROVIDE ATTACHMENT  
APPENDIX H: BENEFIT DETAILS**