



Request for Proposals

Employee Assistance Program (EAP) Administration

RFP 2022-01

Procurement Schedule

Issue Date:	June 24, 2021
Deadline for Written Questions Submission:	July 8, 2021 by 1:00 PM EST
Proposal Due:	July 29, 2021 by 1:00 PM EST Washington County Public Schools Center for Education Services 10435 Downsville Pike Hagerstown, Maryland 21740
Tentative Award Date:	September 21, 2021
Contract Start Date:	November 1, 2021

Dates and/or times are subject to change by the issuing of a written addendum.

WCPS Contract Managers

Procurement Officer

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Contract Administrator

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This Bid/RFP document is posted on the WCPS Purchasing website at www.wcpspurchasing.com. This is also the source for any/all addenda. Please register your company for notices about this Bid/RFP and similar projects on our web site.

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Appendix

A- Benefits

a. WCPS EAP Policy

B- Enrollment Details (See Section IV - need email of intent to bid for release)

C- Census (See Section IV - need email of intent to bid for release)

Required Attachments (available as separate documents on the WCPS Purchasing website)

- A. Price Proposal Forms
- B. Specification, Price, and Addenda Signature Acknowledgment
- C. Attachment A to RFP on EAP
- D. Signature Page

SECTION I - GENERAL TERMS AND CONDITIONS

1. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified firms to establish a contract for providing an Employee Assistance Program to eligible employees and their dependents.

Washington County Public Schools (WCPS) has retained Gallagher Benefit Services, Inc to assist with this RFP.

2. Definitions

As contained herein, the terms “WCPS”, WCBOE, “Schools” and/or “WCPS” means Washington County Public Schools/Washing County Board of Education. The terms “bidder”, “offeror”, “firm”, and “person” are synonymous, and mean an entity submitting a proposal in response to this solicitation. Similarly, the terms “bid”, and “proposal”, mean the response submitted by an offeror. The term “contractor” means an offeror awarded a contract as a result of this solicitation. The terms “General and Special Provisions”, “requirements”, “scope”, “specifications”, and “criteria” mean the services, terms, and conditions required by the Bid/RFP.

3. Document Organization

This Bid/RFP solicitation document is organized into sections and required to be followed. If submissions are outside this format, the bid may be disqualified.

I	RFP Response and Attachment to RFP on EAP Questionnaire excel document
II	Vendor Proposal if desired; List all deviations from current and proposed plans. Provide list of limitations and exclusions
III	Performance Guarantee Exhibit
IV	Sample management reports and documents
V	Sample documents and communication materials

4. Bidder Registration

Vendors are solely responsible for completing the vendor registration process online at wcpsspurchasing.com. Contact Beverly Bergan, Purchasing Associate, at 301-766-2841, or by email to: bergabev@wcps.k12.md.us if you have any questions or to check the status of your registration. Once registered in the WCPS Vendor Database, you will be able to view current solicitations and may automatically receive notification of certain bid solicitations. Washington County Public Schools will not be held responsible for a company’s failure to become and remain a registered Vendor, to identify appropriate commodity/service categories, to keep the self-service vendor account up to date with current contact information, and to accomplish these things in a timely manner. Bidders with a repeated history of not bidding in a specific category may be removed from the Vendor Database for that category at the discretion of the Purchasing Supervisor.

- a. If your firm is already a WCPS registered vendor:
 - **You must confirm your account is current and a W-9 must be on file**

5. Receipt of Bids

- a. Bids received prior to the time of opening will be time-stamped and securely kept unopened. No bid received after the due date and time listed will be considered. WCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids. ***Bid sent via email will not be accepted.***
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - Bidder Name
 - Bid Number and Name
 - Due Date and Time

- c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.
 - d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.
 - a. In the event of inclement weather on the date when bids are scheduled to be opened and the WCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department (301-766-2840).
- 6. Addenda**
- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
 - b. Addenda will be available on the WCPS Purchasing Department webpage.
 - c. Addenda will be issued no later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
 - d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become part of the award and contract documents.
- 7. Preparation of Bid**
- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Managers listed on the solicitation cover sheet. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
 - b. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
 - c. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: www.Egov.maryland.gov/BusinessExpress
 - d. By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

- e. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- f. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- g. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- h. WCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

8. Bid Opening

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Washington County.
- c. Final award recommendation, and the bid tabulation, will be posted on the WCPS webpage, after the Board of Education of Washington County approval.

9. Award or Rejection of Bids

- a. The basis of award shall be the lowest responsible bidder submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. WCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of WCPS, that they have the necessary facilities, ability, and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history, and references to assure WCPS of their qualifications.
- d. The Board of Education of Washington County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of WCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Washington County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. WCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.

- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Washington County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, a WCPS contract document shall also be issued.
- j. The Board of Education of Washington County reserves the right to reject the bid of a bidder who has, in the opinion of WCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Washington County retains the right to:
 - i. Reject any and all bids, if it is deemed in the best interest of WCPS to do so.
 - ii. Request revised or best and final pricing from all qualified bidders.
 - iii. Reject bids for one or more of the following reasons:
 - 1. Failure of the bidder(s) to provide the requested information.
 - 2. Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.
 - 3. Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
 - 4. Collusion or the appearance of collusion, among or between firms.
 - 5. Lack of responsibility on the part of the bidder, as determined by the Contract Manager.
 - 6. Submission of a proposal, in whole or in part, that does not meet bid specifications as outlined herein.
 - 7. Evidence submitted by, or investigation of, bidder fails to satisfy WCPS that the bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.
 - 8. Other irregularities or inconsistencies within a proposal deemed significant deviations or issues by the Contract Manager.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, WCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

10. Contract Formation

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Washington County.
- b. The primary form of contract will be a Service Agreement, and any agreed-upon schedules, addenda, and documents associated with the RFP solicitation/submission/award.
- c. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of WCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

11. Objection to Award

Any company objecting to the bid procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company's responsibility to ascertain and confirm the date/time of the pertinent Board of Education meeting. The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The

protest letter must include a request for review and ruling by WCPS, a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company, copies of relevant documents, and a statement of the form of relief being requested. Failure to comply with these instructions may result in the protest being deemed "not filed." Bid protests received later than five (5) days after the Board Meeting will result in the protest being deemed "not timely." The WCPS will not respond or address bid protests that do not conform to these instructions.

12. Insurance

- a. The vendor shall purchase and maintain (throughout the term of this Bid/RFP) such insurance as will protect the vendor and the owner from claims that may arise out of or result from the vendor.
- b. All insurance must be underwritten by an insurer permitted to do business in the State of Maryland and acceptable to the owner.
- c. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to owner.
- d. The vendor shall provide evidence of insurance by signed certificate of insurance for not less than the limits specific below:

Coverage Required:

Worker's Compensation statutory limits:

1. State
2. Employer's Liability
3. Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000 - each accident for bodily injury by accident;
 \$100,000 - each employee for bodily injury by disease; and
 \$500,000 - policy limit for bodily injury by disease.

Comprehensive Commercial General Liability

1. Bodily Injury:
 \$1,000,000.00 - Each occurrence
 \$2,000,000.00 - Aggregate, Products and Completed Operations
2. Property Damage:
 \$1,000,000.00 - Each occurrence
 \$2,000,000.00 - Aggregate

Comprehensive Automobile Liability (Owned, non-owned, hired)

\$1,000,000.00 - each person
 \$2,000,000.00 - each occurrence
 \$1,000,000.00 - each occurrence

Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000 - per occurrence and aggregate

- e. The vendor must provide the owner with a certificate of insurance and said certificate of insurance must list **BOARD OF EDUCATION OF WASHINGTON COUNTY** as an **additional insured party** for general liability and umbrella excess liability.

- f. In addition, the following **must** be in the Additional Remarks of the certificate of insurance: **“The Board of Education of Washington County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Professional’s commercial general liability insurance with respect to liability arising out of the services provided under this Contract by the Professional.”**
- g. The certificate will be submitted to the Purchasing Department (**within ten (10) days of receiving an Award Letter**).
- h. **The CERTIFICATE HOLDER shall be listed as:**

**Board of Education of Washington County
10435 Downsville Pike
Hagerstown, MD 21740**

13. Independent Contractor Status

The Vendor acknowledges its status as an independent contractor while performing services on behalf of WCPS and the Washington County Board of Education and that the Board’s workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor’s performance of services for the Board.

14. Guarantees and Warranties

Should the awarded vendor(s) fail to comply with the terms of this guarantee, WCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

15. Taxes

No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Washington County is exempt. Pricing will be net and will not include the amount of any such tax. Bidders will be required to pay the tax on all purchases and can recover it only as a part of their bid price. Exemption certificates will be furnished upon request.

16. Errors in Bid Submissions

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against WCPS for any miscalculation, misunderstanding, error (either omission or commission), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from WCPS when the Bidder failed to fully inform itself.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Supervisor of Purchasing. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Supervisor of Purchasing that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.
- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

17. Billing and Payment

a. Invoices shall be submitted to:

Washington County Public Schools
Attn: Accounts Payable
10435 Downsville Pike
Hagerstown, MD 21740
Email: ap@wcps.k12.md.us with a copy to Tricia Riley (rileytri@wcps.k12.md.us)

b. Invoices and packing slips must contain the following information:

- i. Bid Number
- ii. WCPS Purchase Order or WCPS Contract Number
- iii. Brief Description of Item or Work Performed
- iv. Quantity
- v. Unit Price Bid
- vi. Extended Total for Each Item

c. WCPS standard payment terms are Net 30

18. Contract Assignment

a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Managers. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Washington County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

b. The awarded vendor(s) will, when required, submit to the Contract Managers, in writing, the name of each subcontractor they intend to employ, the portion of the material or services to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material or services as called for in the specifications.

c. WCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. WCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).

d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Managers.

e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and WCPS.

19. Subsidiaries

If a Bidder that seeks to perform or provide the services required by this Bid/RFP is the subsidiary of another entity, all information submitted by the Bidder such as, but not limited to, proposed services, description of the Bidder's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

20. Multi-Year Contract

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, WCPS shall reimburse the vendor for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by WCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

21. Hold Harmless

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Washington County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

22. Termination for Default

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of WCPS. WCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specified herein or any extension thereof, or:
 - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Supervisor of Purchasing) after receipt of written notice from the Supervisor of Purchasing of such failure, or:
 - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
 - iv. If a determination is made by WCPS that the obtaining of the contract was influenced by an employee WCPS having received a gratuity, or a promise, therefore, in any way or form.
- b. In the event WCPS terminates the contract in whole or in part, WCPS may procure such products and services, in a manner the Supervisor of Purchasing deems appropriate, and the vendor shall be liable to WCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

23. Termination for Convenience

The contract may be terminated by WCPS in accordance with this clause in whole, or in part, whenever WCPS determines that such a termination is in the best interest of WCPS. Written notice shall be given a minimum of 60 days in advance. WCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

24. Governing Law and Venue

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Washington County, Maryland.

25. Compliance with Specifications

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

26. Laws and Regulations

- a. The vendor will comply with all Federal, State, and local laws, ordinances, and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to WCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Washington County policies and WCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

27. Minority and Small Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation notice. However, there is no MBE participation goal for this procurement.

28. Compliance with House Bill 486

During the 2019 legislative session, a new law was adopted (House Bill 486, Child Sexual Abuse and Sexual Misconduct Prevention), which requires an entity that contracts with a local board of education to provide a service to a school or the students of a school to conduct a comprehensive background check on applicants for a position involving contact with minors. The new legal requirement is in addition to the existing law which requires your entity to conduct a formal Federal Bureau of Investigations (FBI) criminal background check (see term 31 below) on its employees, agents, or others that are authorized under this contract to provide services to students. The current law also prohibits a registered sex offender from being on school property (see term 30 below).

The required documentation will be included with the Memorandum of Understanding (MOU) between the awarded vendor(s) and Washington County Board of Education. This document must be completed, signed and submitted back to the Contract Administrator. Your entity is not authorized to provide any services until the appropriate documentation has been submitted and approved by the Contract Administrator.

The Maryland State Department of Education has provided guidance and answers to many frequently asked questions regarding HB486. Please see the guidance document linked below for additional information.

<http://marylandpublicschools.org/about/Documents/DEE/ChildSexualAbuse/MSDEGuidanceHouseBill486.pdf>

29. Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any WCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a WCPS project, whether, through employment by the vendor, subcontractor or equipment or material supplier, WCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. WCPS may terminate this contract at no additional costs, as a result, if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per WCPS. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. If required, additional information regarding this requirement will be found in Specific Terms & Conditions.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on WCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign an employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

30. Criminal Background Check

- a. It is the responsibility of the Vendor to make certain, through a criminal background check, that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part V, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by the Criminal Law Article of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Vendor. The Vendor and its employees, agents and volunteers shall also be free of tuberculosis.
- b. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, a person who enters into an agreement with a local board of education may not knowingly employ an individual to work at a school if the individual is a registered sex offender. Therefore, in contract awards between the Washington Board of Education and vendors/contractors and their subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working on the school property, making deliveries or visiting the school property for business purposes.

31. Drug, Alcohol, and Tobacco-Free Workplace

- a. All awarded vendors and subcontractors must abide by Board Policy GBEC while working on any WCPS property at all times.
- b. The Board of Education is committed to providing a safe and productive work environment consistent with the standards of the community in which it operates. Alcohol and drug use/abuse pose a threat to the health and safety of students and employees as well as to the security of equipment and facilities. The Board expects a work environment free of any use, possession, or distribution of alcohol or illegal drugs and the abuse of controlled or non-controlled substances.

- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

32. Weapon Possession on School Property

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

33. Illegal Immigrant Labor

The use of illegal immigrant labor to fulfill contracts solicited by WCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

34. Student/Staff Confidentiality

- a. Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of WCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.
- b. The vendor/contractor/provider/consultant shall keep confidential, in accordance with federal and state laws, all confidential and medical information that is obtained as the result of the performance of the services described in this contract/agreement or memorandum of understanding.

35. Proprietary and Confidential Information

- a. All submitted documents are subject to public disclosure.
- b. Please submit one (1) pdf of your entire proposal along with one (1) pdf of your entire proposal redacted (see c and d). Each section should be identified within the pdf.
- c. **Each offeror at its own expense must submit (if applicable) a proprietary and confidential redacted electronic copy (on a flash-drive) of its proposal to be used in responding to Freedom of Information Act (FOIA) requests. If the offeror's submission does not have any proprietary and confidential information, please check the appropriate box on the Signature Acknowledgment page.**
- d. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. It is the responsibility of the offeror to clearly identify each part of its proposal by marking the bottom right corner of each pertinent page with one-inch bold font letters stating the words "**confidential**" or "**proprietary**". Bidders should provide justification why such material, upon request, should not be disclosed by WCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- e. The Offeror agrees that any portion of the proposal that is not stamped as propriety or confidential is not proprietary or confidential. Unless portions of a proposal are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request.
- f. WCPS will notify the vendor if a Freedom of Information Act (FOIA) request is received in connection with a Bid or RFP that has confidential information identified.
- g. If litigation is instituted against the Board of Education or its agents, the party opposing the release must provide representation to the Board or cover the cost of counsel and all other related litigation expenses. As a condition for WCPS keeping the information confidential, the offeror must agree to defend and hold WCPS harmless if any information is inadvertently released.

36. Indemnification

The Vendor shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Vendor (or its employees, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever occurring or resulting from the Vendor's failure to pay any such compensation, wages, benefits, or taxes, and the supplying to the Vendor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

37. Force Majeure

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. WCPS may also consider requests for price increase for materials and/or raw materials that are directly attributable to the cause of delay. WCPS reserves the right to cancel the contract and/or purchase products, materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against WCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

38. Disputes

If a dispute arises under this agreement, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives is not attainable, the Supervisor of Purchasing will issue a final decision.

39. Non-Collusion

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

40. Ethics Policy

- a. The Board of Education of Washington County has an Ethics Policy, which covers conflict of interest, financial disclosure, and lobbying. All bidders are expected to comply with any and all Ethics Regulation that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Regulation BBFE-R, Ethics Regulations, which prohibits WCPS employees from benefiting from business with the school system.

41. Conflict of Interest

The bidder will advise WCPS in writing as soon as possible, but not later than the date of the Bid/RFP opening, of any known relationships with a third party, or WCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

42. False Statements

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the

Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract a person may not willfully:
 - i. falsify, conceal, or suppress a material fact by any scheme or device;
 - ii. make a false or fraudulent statement or representation of a material fact; or
 - iii. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

43. Audit and Document Retention

The Awarded Vendor shall retain and maintain all records and documents relating to this contract for four (4) years after final payment or such longer period of time as required by law or rule or regulations. The Contractor shall: (i) maintain complete and accurate books and records regarding its business operations relevant to the calculation of amounts payable under the Contract and any other information relevant to the Contractor's compliance with the terms and conditions of the Contract; and (ii) upon WCPS' request, make such books and records, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection, audit, or reproduction by any authorized WCPS representative. WCPS shall: (a) provide the Contractor with reasonable prior notice of any audit; (b) undertake an audit not more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit in a manner designed to minimize disruption of the Contractor's normal business operations.

44. Right to Data

All data, reports and other documents generated for the Board, provided by the Board, and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the Board, and shall be returned to the control of the Board upon completion of the contract. No personal student, employee, or Board information, as defined by federal and state law and Board policy, shall be disclosed or published unless otherwise agreed herein.

45. eMaryland Marketplace Advantage (eMMA) Registration

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (eMMA). Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at (<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>) regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

SECTION II - SPECIFIC TERMS AND CONDITIONS

1. **Pre-Proposal Conference**

No pre-proposal conference will be held

2. **Questions and Inquiries**

Questions and inquiries should be emailed to Scott Bachtell (bachtsco@wcps.k12.md.us) with a copy to Cheri Herschman (cheri_herschman@ajg.com) and Tricia Riley (rileytri@wcps.k12.md.us) by the time and date list on the Bid coversheet. Please put the following in the subject line "2022-01 – Employee Assistance Program (EAP) Administration".

3. **Contract Period**

The initial contract shall be from November 1, 2021, and end June 30, 2024

WCPS reserves the option to renew this contract for one (1) additional two (2) year period, subject to acceptable performance. Prior to a contract renewal, WCPS and the awarded firm will communicate regarding performance, pricing, revisions, and modifications to this contract.

4. **Pricing**

Fees and rates quoted must be the guaranteed maximum amount during the contractual period (November 1, 2021- June 30, 2024). The renewal fees must also be the guaranteed maximum amount for two (2) years. Advance notice of all subsequent contract renewal fee changes must be provided 120 days prior to the contract anniversary year to the contract managers.

5. **Acceptance of Terms and Conditions**

This Bid/RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by your company and not an acceptance of any offer by WCPS. No contractual relationship will exist except pursuant to a written Notice of Award/Acceptance and a fully executed Purchase Agreement issued by WCPS.

By submitting a response to this Bid/RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the Bid/RFP and addenda unless an exception is clearly noted and the reason for the exception explained in the proposal. Failure to indicate any exception in the Proposal shall be an indication that the respondent will fully comply with all Bid/RFP requirements as written.

6. **Contract Terms**

- a. Once awarded, any changes or modifications, etc., must be brought to the attention of, and approved by the Contract Administrators in advance of the change or modification. WCPS may accept or decline the change to the contract.
- b. WCPS is not obligated to any purchase quantity or dollar amount. The Board of Education will reject bids that stipulate minimum order quantities that must be purchased.
- c. WCPS reserves the right to increase or decrease quantities as required. Quantities are approximate and the bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.
- d. WCPS reserves the right to make purchases from alternate sources if it is in its best interest to do so; however, the awarded vendor would be given an opportunity to match the pricing.
- e. Vendors should be prepared to submit schematics/documentation (if not available on the web) and after warranty service procedures for all equipment awarded to their company, upon request by the Contract Administrator.

7. **Proposal Submission**

- a. ***The Technical and Price Proposals should be labeled as such but will be considered together.***

b. Due to possible changes and/or additions to the solicitation package, WCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda. **Proposal submissions can not be emailed.**

c. **Electronic copies shall be submitted in the format they were provided in.**

*The **Technical and Price Proposal** (including all Signature pages) must include the following:*

	<u>Quantity</u>
Original:	One (1)
Copy:	One (1)
Electronic Version (USB Flash Drive)	One (1)

d. Due to possible changes and/or additions to the specifications, proposals should not be mailed until after the question period ends. All changes will be processed through addenda to this solicitation package.

e. **All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled with the bid name, bid number, and due date/time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.**

f. All forms must be properly completed and where applicable signed by an officer or principal of the company.

g. If the qualifications proposal is deemed incomplete or indicates unacceptable staffing, experience, or skills, WCPS will not open the price proposal; the price proposal would be returned unopened to the bidder.

h. The time/date for opening of Price Proposals will not be publicly announced. The information contained in the qualifications proposals will not be released to the public until a final decision is made by the Board of Education.

8. Evaluation

A committee of WCPS staff will independently review and evaluate each proposal. The committee will then review and evaluate the proposals with assistance from the WCPS consultant. The determination of ranking of the bids according to these criteria rests with the Supervisor of Purchasing whose final judgment will not be grounds for appealing the contract award.

9. Award

It is WCPS' intent to award the contract to the firm(s) which, based upon the criteria for evaluation, is the most responsive, responsible, and the most qualified to accomplish the scope of services (work) and is in the best interest of WCPS.

10. Right to Negotiate

The WCPS retains the right to negotiate specific contractual terms for products, services, and pricing. However, each bidder should submit a best and final offer in their initial bid package. Based upon the initial price offers, WCPS may or may not conduct price negotiations or discussions with any/all Bidders. Based on a change in the specifications, or if the price offers exceed the available funds, the Supervisor of Purchasing may invite revised price offers from finalist companies only. The WCPS reserves the right, in its sole discretion, to award a contract based upon the original written proposals received without further discussion or negotiation.

11. Electronic Version

The Bid/RFP has been made available by electronic means to expedite the Proposal submittal process. The Bidder acknowledges and accepts fully the responsibility to ensure that no changes are made to this Bid/RFP. In the event of a conflict between a version of the Bid/RFP in the Bidder's possession and the Purchasing Department's version of the Bid/RFP, the document held by the Purchasing Department shall govern. A hard copy of all documents must be

submitted with original signatures, if there is a conflict between the electronic copy and the hard copy the hard copy will govern.

12. Contractor Employee Conduct

The vendor shall enforce strict discipline and good order among the vendor's employees and other persons carrying out the contract. The vendor shall not permit employment of the unfit persons or person not skilled in tasks assigned to them. WCPS reserves the right to direct the vendor to remove from the project site, any employee of the vendor for misconduct, violations of the provisions of the contract, or for any inappropriate interactions with students, faculty or staff of WCPS. Such removal may, at the option of WCPS be for the duration of the contract and shall occur at no increase to WCPS.

13. Damages/Responsibilities for Items Tendered

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

SECTION III PURPOSE

1. The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from licensed qualified sources to establish one or more contracts through a competitive RFP process for administration of its group Employee Assistance Program for Washington County Public School employees and their dependents. This proposal is issued by the WCPS Purchasing Department on behalf of WCPS, and the WCPS Board of Education, political subdivisions of the state of Maryland (herein referred to collectively for convenience as “WCPS”).
2. WCPS Objectives:
 - a. To provide employees with a quality, affordable benefits program responsive to the diverse needs of employees;
 - b. To ensure costs are managed effectively by taking advantage of cost and utilization management opportunities available in the marketplace while increasing quality;
 - c. To responsibly utilize governmental dollars.
3. It is not the intent of this RFP to limit Offerors to only those certain specific plan designs or programs that are specified in this RFP. It is the intent of the RFP to solicit plan designs and programs that the Offeror recommends as the most viable and feasible means to achieve the benefit objectives of WCPS.
4. This Request for Proposal is issued by WCPS Purchasing Department with the assistance Gallagher Benefit Services, Incorporated. WCPS has selected **Gallagher Benefit Services, Inc. (AJG)** as their Employee Benefits and Communications Consultant. Services of the Consultant may include, but are not limited to, assisting the employer in the analysis of existing benefit designs and funding arrangements; strategic planning of alternative programs; preparation of health and prescription drug insurance program specifications and criteria; the analysis and evaluation of proposal responses; and, preparation of final reports and recommendations for award(s). The Purchasing Department & Gallagher Benefit Services, Inc. are the contacts for the contractual provisions of this RFP and resulting proposals.
5. For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a “Contractor”.
6. **The contents of the proposal submitted by the successful Offeror(s), this RFP, and all modifications made thereof, will become part of any contract awarded as a result of the Statement of Needs contained herein. The successful firm(s) will be required to sign a contract with The Board of Education of Washington County.**

SECTION IV BACKGROUND

1. The following is a basic summary of information provided for Offeror reference and to assist Offerors in assessing WCPS's past history and requirements.

Employer:	Washington County Public Schools (WCPS)
Address:	10435 Downsville Pike, Hagerstown, MD 21740
Active Eligibility:	Permanent Full-time employees working at least 30 hours per week. Permanent Part-time employees working at least 15 hours per week.
Government & Schools (WCPS)	Employees are eligible date of employment. Employee Household members are eligible for the duration of the employee's eligibility.
Retiree Eligibility:	Employees who retire directly from employment from WCPS and who immediately begin receiving retirement benefits are eligible to retain EPA benefits.
Industry:	K-12 Public School
Coverage to be Quoted:	Employee Assistance Plan; Short Term Counseling Benefits- 6 Sessions Single
Current Carrier:	INOVA- Employee Assistance Program.
Proposed Contractual Period:	November 1, 2021- June 30, 2024
Deviations:	Please specify any deviations in writing. Otherwise, it will be assumed that the carrier is willing to accept all conditions outlined in this request for proposal.
Current Fees:	WCPS Employee Assistance Program - \$15.60 PEPY
Employee Census:	Please email cheri_herschman@ajg.com with copy to bachtsco@wcps.k12.md.us intent to bid; de-identified census will be released
Claims Experience:	Please email cheri_herschman@ajg.com with copy to bachtsco@wcps.k12.md.us intent to bid; de-identified enrollment history will be released
Commissions:	Net of broker commissions

2. Offerors shall include, in their proposal response relative to the Statement of Needs, proposals that incorporate the following WCPS preferences wherever possible:

No Loss, No Gain:

Coverage should be written on a no loss, no gain basis. It will be assumed that all carriers will accept all currently covered participants and that no covered participant will lose coverage, unless otherwise disclosed in their proposal. It will also be assumed that all carriers will waive the actively-at-work and dependent non-confinement requirement, unless otherwise disclosed by the carrier in their proposal.

Rate Guarantees:

All rates and/or fees must be guaranteed for the contractual period of November 1, 2021- June 30, 2024, and with (1) two-year option for renewal.

Plan Design:

- ◆ Short Term Counseling (6, 60-minute sessions per issue per participant per year)
 - ◆ 24/7/365 telephone helpline and crisis counseling
 - ◆ Quote current Employee Assistance Program
 - ◆ 11 hours of onsite orientation and supervisor training on the EAP Services
 - ◆ 6 hours of onsite or virtual wellness seminars per year.
 - ◆ Unlimited number of Critical Incident Response hours for staff
 - ◆ Monthly free webinars, library of archived webinars, and monthly newsletter.
 - ◆ No specific format needed for price proposal. Please indicate if the price structure changes from composite to age-banded and justification for change if applicable.
-
- ◆ Please address all questions in Attachment A and include in Part I of the proposal.

SECTION V- STATEMENT OF NEEDS

The Contractor shall provide all resources as may be required to administer its group Employee Assistance Program to WCPS employees, their dependents and retirees. The administration of the program requires the Contractor to, at a minimum:

1. Provide and/or make available necessary, appropriate and high quality service related to Employee Assistance Program Administration to the County's eligible employees, retirees, and their dependents. Any proposed plan must be capable of providing coverage to all eligible employees and their dependents of WCPS.
2. Provide necessary and appropriate program administration and services, including but not limited to, maintaining payment record; capable of the wire transferring of funds; capable of making payment of providers directly; furnish monthly accounting statements and employer showing enrollment, premiums received, and list of expenses charged.
3. Meet with the appropriate WCPS's management staff(s) within thirty days after the contract award date to review the Contractor's plan, to present the proposed communication material, and to jointly establish a preliminary implementation plan and open enrollment program and schedule.
4. Furnish to each employee enrolled in the plan a benefit summary outlining and defining all covered services, limitations and exclusions, procedures for receiving services, schedule of benefits, and other plan information requirements. The initial documents must be provided to WCPS on a timely basis but not later than the contract effective date (November 1, 2021). The County shall review and approve the documents prior to distribution.
5. Once an acceptable form of contract is mutually agreed upon, the Contractor is required to clearly outline any contract modifications prior to contract renewal, for WCPS legal review and input; will not entertain the review of a completely new contract format/agreement upon each annual renewal of the resulting contract. If a renewal letter stating updated proposed rates serves as the official renewal, such letter shall be provided within the same timeline.
6. If available, provide WCPS with quarterly utilization reports specific to the services rendered to covered members.
7. Provide WCPS with a detailed annual accounting showing all expenditures. As part of any and all reporting requirements, the Contractor shall provide full financial disclosure and any and all information relative to the contract.
8. Provide a single point of contact responsible for quality control, resolving problems, and expediting services related to the overall performance of the contract.
9. Maintain a local or toll-free customer service number for employees and dependents.
10. All other related tasks which may be required in order to provide for the smooth operation of the program.
11. **Transfer of data and records:** The Offeror must agree that at termination or expiration of the contract all data and records necessary to administer the Employee Assistance Program shall be transferred to the new contractor within thirty (30) days of the request. Such transfer may be accomplished either by electronic data feed or by paper based upon the mutual agreement between the outgoing contractor and the new vendor. This data may include calendar year deductible and annual out-of-pocket limit credits applicable for each member for services incurred prior to the termination date.

SECTION VI- SPECIFICATION OVERVIEW

Proposal Format: Proposals must be submitted on 8-1/2” x 11” paper. The Underwriting Analysis Exhibit(s), Rate Quotation Exhibit(s), Charge/Fee Exhibit(s), Deviation Exhibit(s), and Renewal Methodology Exhibit(s) must be submitted for consideration. Proposals are to be prepared simply and concisely. Elaborate art work, expensive paper, visual, and other presentation aids are not required.

Please submit one pdf of your entire proposal along with one pdf of your entire redacted proposal (Section I, Number 35). Each section should be identified within the pdf.

Due to possible changes and/or additions to the solicitation package, WCPS requests that bidders delay submission of their bid package until after the date of the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda and posted on WCPS’ website.

I	RFP Response and Attachment to RFP on EAP Questionnaire excel document
II	Vendor Proposal if desired; List all deviations from current and proposed plans. Provide list of limitations and exclusions
III	Performance Guarantee Exhibit
IV	Sample management reports and documents
V	Sample documents and communication materials

SECTION VII- EVALUATION AND AWARD CRITERIA

Evaluation Criteria: An Evaluation Committee will evaluate the proposals using the following criteria. The network is critical.

Organizational capabilities and financial strength:	10 points
Network Access and Stability	25 points
Cost aspects of proposal:	25 points
Plan Designs and Value Adds	10 points
References proposal:	05 points
Overall completeness and quality of proposal:	25 points

Award of Contract: Selection shall be made of those Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including fees, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor.