



Loudoun County, Virginia

REQUEST FOR PROPOSAL

FAMILY AND MEDICAL LEAVE ACT (FMLA) ADMINISTRATION SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., December 16, 2021 "Atomic" Time

RFP NUMBER: RFQ 453782

ACCEPTANCE
PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

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This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: November 16, 2021

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS
SOON AS POSSIBLE .

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FAMILY AND MEDICAL LEAVE ACT (FMLA)
ADMINISTRATION SERVICES

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Prepared By: /s/Diane C. Smith Date: November 16, 2021
Assistant Purchasing Agent

FAMILY AND MEDICAL LEAVE ACT (FMLA) ADMINISTRATION SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from experienced firms for the administration services for (1) Family and Medical Leave Act (FMLA) for the entire County of Loudoun, Virginia (County) government employee population, and (2) administration services for Paid Family Leave for benefit-eligible employees.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

Loudoun County is governed by a nine (9) member County Board of Supervisors, who appoint a County Administrator. Other County elected officials include a Commonwealth Attorney, Commissioner of Revenue, Treasurer, Clerk of the Circuit Court, and Sheriff. The County provides a full range of associated governmental services, including, but not limited to public safety, mental health, highways, courts, corrections, libraries, parks and recreation, jail and juvenile detention, and public assistance programs. Loudoun County employs approximately 4,175 employees (excluding temporary employees working less than 1,000 hours per year) and operates 24/7, with many of its employees working rotating schedules. Loudoun County services a constituent population estimated at 413,538 residents with an annual budget of \$3.3 billion (county government and school system for Fiscal Year 2022).

Loudoun County administers FMLA on a "rolling" twelve (12) month period, measured backward from the date an employee uses FMLA leave. Given the increase in employee population and number of requests for FMLA over the past decade, the County began outsourcing administration of FMLA in 2016. The County maintains an internal Benefits Specialist as the program coordinator to address employee concerns and act as a primary point of contact for the Contractor. Since 2016, FMLA requests have steadily increased across the employee population, approximately five-percent (5%).

In 2021, the County added Paid Family Leave as a benefit to leave-eligible employees who have completed their probationary period. This benefit offers a

maximum of six (6) weeks of paid leave to run concurrently with FMLA and the administration is outsourced to the FMLA claims administration Contractor.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 4.1 The Contractor shall provide a description of their organization and business experience providing leave of absence management services for a minimum of the last five (5) years.
- 4.2 The Contractor must provide three (3) references of employers with a minimum of 1,000 employees for whom similar services have been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed.
- 4.3 The Contractor shall guarantee that there is adequate staffing to support all claims processing and support services required by the County.
- 4.4 Contractor shall provide screenshots and information on a fully supported, web-based claims system that will allow leave requests by employees, provide status of requests, and provide reporting capabilities to select authorized users.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

5.1 FMLA Claim Administration

A. Initial Claim Requests

- 1. Ability for employees to request leave or report usage electronically or by phone.
- 2. Provide access for Department of Human Resources / Benefits to request leave or report usage on an employee's behalf.

B. Claim Processing

- 1. Ability to process inbound/outbound eligibility interface files from and to the County's Human Resources Information System and Payroll system (Oracle).
- 2. Issue initial FMLA claim package to employee with copy to the employee's department and County Department of Human

Resources. This package shall include the required federal and/or state notices and other ancillary information pertaining to County leave benefits.

3. Ability to provide a secure and dedicated system to receive protected health information (PHI) and related FMLA required documents from medical providers as well as the employee electronically and through facsimile.
4. Determine FMLA eligibility by efficiently reviewing/verifying initial leave request, and/or corresponding medical certification, as applicable.
5. Prepare approval and denial correspondence, including start and end date of leave, to employee and County and provide decisions within five business days of receiving all required documentation for the leave.

C. Claim Tracking and Reporting

1. Automated tracking of all employee FMLA requests and absences/utilization based upon the employee's regular authorized work schedule.
2. Provide the ability for employees to report absences for intermittent FMLA claims electronically or by telephone.
3. Alert the County to intermittent absences that exceed the frequency and duration specified on the medical certification. Provide options to request re-certification as necessary and resources to help reduce intermittent leave abuse.
4. Ability to provide detailed reports on FMLA requests, approvals, and denials, including individual utilization reports.
5. Annually, the Contractor shall provide reports on the following (at minimum):
 - a. Statistical analysis of services provided
 - b. Statistical analysis of savings realized as a result of services rendered
 - c. Recommendations to reduce claims expenses
 - d. Recommendations to reduce claim frequency
 - e. Other information, analysis, and recommendations for the County's program
 - f. Analysis of the County's program compared to national public sector trends

D. Claim Records

1. Offerors must confirm that all claim records and related data, including PHI, will be available to County upon request.
2. Offerors must confirm that in the event of termination of services, all data and records necessary to administer FMLA will be transferred back to County.
3. Offerors must be able to provide required data to the Department of Labor upon request by the County.

5.2 Other Leave Administration

A. Paid Family Leave

1. Contractor shall apply County's internal leave policy that provides eligible employees with a certain amount of paid leave that will run concurrently with FMLA leave.
2. Contractor shall approve and track leave for Paid Family Leave in a manner that is consistent with Contractor's administration and tracking of other non-FMLA leave types and in accordance with County policy as set forth in the County's Human Resources Handbook and/or Administrative Policies and Procedures. The County shall provide Contractor with such Handbook and/or Administrative Policies and Procedures prior to commencement of services and periodically thereafter upon implementation of applicable updates to the Handbook.
3. Leave mandated by any state and/or federal law requiring County compliance shall be tracked in a manner that it is consistent with FMLA leave.
4. Contractor shall have the capacity to add the administration/tracking of new leave types at the option of the County, with consideration of additional compensation, if required. This includes, but is not limited to, leave approved as an accommodation under the Americans with Disabilities Act (ADA).

5.3 Customer Service and Communication

- A. Provide courteous and prompt service while treating all County employees fairly and equitably. Provide all written notices as required by federal and/or state law.
- B. Contractor must respond within one (1) business day, or sooner if specifically required, to any written inquiry, complaint or request from the employee, department, or County Human Resources.
- C. Document all communications with employees to ensure accurate and timely response to leave requests and inquiries.

- D. Contractor shall meet with County Human Resources on an annual basis to review program accomplishments and areas for improvement.
- E. Staff availability to testify at administrative hearings as needed.
- F. Contractor shall provide employees with a Customer Experience Survey, at no charge to the County, as a way to gauge the level of service provided by the Contractor. Contractor agrees to review survey results and comments and develop and implement plans for corrective action where required by the County. Survey results will be reviewed with County Human Resources at the semi-annual claims review meeting.
- G. Communication Materials: The Contractor shall provide the County with communication tools and other materials to promote and advertise the service including posters, business cards and brochures customized to the County for employees of the County.
- H. Training: Contractor will provide training to the appropriate personnel at Loudoun County on the processes, procedures, and capabilities of the selected firm.
- I. Upon the completion of the contract award, participate in a Contract Kick-Off Meeting hosted by the County.

5.4 Claims Management System

- A. Contractor must maintain a comprehensive claims management system and must conduct continuous audits of claim file data to assure accuracy and completeness.
- B. The Contractor must use its own system while providing the County with online or web access to the Contractor's system. The Contractor must provide the County with reliable, secure access to its system. The system must be available for access 24 hours a day, 7 days a week and include remote access capabilities. The Contractor must provide Help Desk resources during normal business hours and provide resolution to inquiries within one (1) business day.

5.5 Account Management

- A. Contractor shall assign a designated Account Manager with responsibility and authority to take all necessary steps to ensure that County expectations are met and to solve all professional performance, invoicing and other conflicts that may arise.
- B. Account Manager will meet with County staff at least bi-annually to review and resolve open items and to review all invoices prior to County approval of such invoices for payment.

5.6 Performance Measurements

- A. The County will conduct periodic reviews to ensure that the claim handling is managed in a proficient and efficient manner. The audit

results will be shared with the Contractor. In the event of severe deficiencies, the Account Manager must prepare a corrective action plan with associated dates for completion.

- B. Performance guarantees may be based on a format that the offeror chooses. However, the format must be acceptable to County and must be tracked and reconciled at the end of each performance period.

5.7 Confidentiality Regulations including Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR

- A. Sign and adhere to the Loudoun County Business Associates Agreement (BAA) (Attachment I).
- B. Maintain confidentiality on all data collected in administration of this Contract. Data shall not be released without the prior written permission of the County.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from July 1, 2022 through June 30, 2025, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to three (3) additional one (1) year periods. Unless otherwise agreed to by the parties or as may

be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

6.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

6.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and

property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:
If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

- b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
- 5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
- 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.8 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

6.11 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.12 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.13 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.14 Drug-free Workplace *

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for

employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.15 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.16 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.18 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.19 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate

removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.20 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.21 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia
Department of Human Resources
Benefits & Risk Division
Attention: Rebekah Bofinger
P.O. Box 7000
Leesburg, VA 20177-7000

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be

withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.22 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.23 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the

date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.25 Contractual Disputes *

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.26 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.27 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.28 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Diane C. Smith

Via delivery method (a) or (b)

1 Harrison Street, SE, 1st Floor
DROP BOX: Bids & Proposals
Leesburg, VA 20175

Or

Via delivery method (c)

P.O. Box 7000
Leesburg, VA 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

6.29 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.30 Authority to Transact Business in Virginia *

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.31 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.32 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties

so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.33 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the

County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.34 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.35 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.36 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.37 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Credentials, qualifications, and subject matter expertise of firm and key personnel, particularly in providing similar services to comparable government agencies in the United States (20 points)
- 7.2 Demonstrated ability to meet and exceed all requirements (30 points)
- 7.3 Adequacy and availability of a Claims Management System, including a demonstration for firms selected to interview (10 points)
- 7.4 Compliance with Terms and Conditions (10 points)
- 7.5 Overall quality and completeness of proposal (and interview, if applicable) (10 points)
- 7.6 Cost of services (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include

any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

8.1 Credentials and related experience

- A. Provide a brief history and description of your firm. Include information regarding experience with any governmental entities.

Indicate the length of time your firm has been providing leave of absence services.

- B. Include with your proposal, a list of at least three (3) references of employers with a minimum of 1,000 employees for whom similar services have been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

8.2. Demonstrated ability to meet and exceed all requirements:

- A. Provide an outline, in writing, describing how your firm will meet each of the requirements listed in Section 4.0 and 5.0.
- B. Provide examples of performance guarantees with organizations similar in size to the County.
- C. Describe the current workload of the key staff to be assigned to this account, if awarded.
- D. Transition Plan
 - 1. Describe your implementation plan to assure a seamless transition process for the County.
 - 2. Provide a detailed plan on how Offeror will transfer back all data and records necessary to administer FMLA to the County in the event of termination or at the end of the Contract.
- E. Auditing: Detail the process for performing audits and the frequency in which they are performed.

8.3. Claims Management System

- A. Firms selected for interview will be required to provide a demonstration of their system.
- B. Provide a detailed overview of your firm's claims management system and include the following capabilities:
 - 1. Web-enabled access to all claims data for up to five (5) users, and ability for each department to access their own employee's leave information, including decision documents.

2. The ability to create, print, or download standard reports seven (7) days a week, twenty-four (24) hours per day. Capability for custom reporting and ad hoc reporting. Reports should either be provided or easily accessed electronically in a format deemed appropriate by the County.
3. Ability to store and manage portfolio of claims, including all existing claims, and those that occur during the contract period.
4. Scanning, storage, and retrieval of all imaged documents pertaining to a claim.
5. Appropriate quality control features to ensure data integrity and employee confidentiality.
6. Industry standard security features including, but not limited to, security audits, intrusion prevention and detection, protection of employee's personal health information.
7. Comprehensive disaster recovery and contingency plan.
8. Daily back-up of information stored in the system.
9. Technical support and guidance available by telephone through a help desk for County staff during normal office hours.
10. Ability to effectively manage the transfer of all electronic claim files.

8.4 Compliance with Terms and Conditions

- A. State your firm's compliance with the Terms and Conditions as stated in Section 6.0 above. Specifically list any deviations and provide justification.
- B. Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years by state regulatory bodies and/or professional organizations.

8.5 Cost of services: Provide the cost to provide services in a per employee per month (PEPM) format.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.

- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on December 17, 2021. An atomic clock is located in the Division of Procurement and can also be verified by visiting <https://time.gov/>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals must be submitted via one of the following options:

US Mail to:

County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000

or

Hand delivered to:

County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., **1st Floor, Procurement Bids and Proposals Drop Box**
Leesburg, Virginia 20175

or

Private carrier (UPS/FedEx) to:

Loudoun County Procurement
1 Harrison Street, S.E.

ATTN: PROCUREMENT BIDS & PROPOSALS

Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

- H. Each firm shall submit one (1) original, (5) copies and *one electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by 12:00 p.m. November 30, 2021. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Unit Price

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.8 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.9 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.10 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.11 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.12 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.13 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number, and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

9.14 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.15 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.16 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.17 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.18 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.19 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov).

9.20 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.21 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.22 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.23 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.24 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.25 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.26 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

9.27 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

**10.0 FAMILY AND MEDICAL LEAVE ACT (FMLA) ADMINISTRATION
SERVICES
PROPOSAL SUBMISSION FORMS**

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. RFQ 453782 for the price as stated in the price proposal.

COST OF SERVICES – FROM ATTACHMENT II

Rate \$ _____ Per employee per month*
***Based on the County's 4,475 employees**

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:

INCLUDED: (X)

- | | | |
|----|--|-----------------------------|
| 1. | Addenda, if any: | _____ |
| 2. | Payment Terms: | _____ net 30 or _____ Other |
| 3. | Proof of Authority to Transact Business
in Virginia Form: | _____ |
| 4. | Minimum Qualification Documentation: | _____ |
| 5. | References (on County form): | _____ |
| 6. | Attachment I – HIPAA BAA Form: | _____ |
| 7. | Attachment II – Cost of Services: | _____ |

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.7): _____

Signature: _____ Date: _____

*By signing and submitting a proposal, your firm acknowledges and agrees that it
has read and understands the RFP documents.*



PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**
The Bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

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

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

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeree

Date

Authorized Signature

Print of Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 453782

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 453782

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Procurement •
PO Box 7000 • Leesburg, VA 20177**



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

References for: RFQ 453782

Offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Type of Services Provided: _____

ATTACHMENT I



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the **(Enter day)** of **(Enter month, year)** by and between the County of Loudoun, Virginia (herein referred to as “Covered Entity” or “County”) and **(Enter Entity name)** (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of **(Enter date)**.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with **Department of Human Resources, Benefits Program** as a **health care component** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

1. Definitions:

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.

- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.
- (c) HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. Obligations and Activities of Business Associate:

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (d) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware.
- (e) Business Associate agrees that in the event of a breach to provide the County within 10 calendar days of discovery of the breach with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached. Business Associate agrees to provide all other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (f) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (g) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- (h) Business Associate agrees to make available protected health information in a designated record set to the County as necessary to satisfy the County's obligations under 45 CFR §164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1). Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within 5 calendar days.
- (i) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or individual's designee's request to amend information in a designated record set to the County within 5 calendar days.
- (j) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days.
- (k) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (l) Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate:

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County Family and Medical Leave Act (FMLA) Administration Services provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements:
 - (i) Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
 - (ii) Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.

- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.
- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

4. Term:

- (a) Term: This BA Agreement shall be effective as of **(Enter date of BA Agreement)** and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

5. Termination:

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either i) provide an opportunity for Business Associate to cure the violation, or ii) terminate this BA Agreement.
- (b) Obligation of Business Associate Upon Termination:
 - (i) Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:
 - (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to the County the remaining protected health information;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retracts the protected health information;
 - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under

Permitted Uses and Disclosures by Business Associate which applied prior to termination; and

- (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

6. Miscellaneous:

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.
- (c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
Entity Name	Department
Address	Address
Address	Address
Phone number	Phone Number
Contact name	Contact name

Agreed: _____ Date: _____
[Insert Signature Authority Name]

Title: _____
[Insert Title]

Agreed: _____ Date: _____
[Insert Signature Authority Name]

Title: _____
Director of Human Resources

**Original retained at the Procurement Office

Copy to **Department Human Resources, Benefits Program**

ATTACHMENT II

ATTACHMENT II Cost of Services

Rate \$ _____

Per employee per month*

**Based on the County's 4,475 employees*

Leave management services \$ _____

Per employee per month

Federal FMLA, USERRA and state family
Leave tracking and management

Implementation/Transition \$ _____

Non-FMLA leave tracking, e.g., \$ _____

Per employee per month

jury duty/witness duty, bereavement, personal (per leave type tracked)
leave of per leave type tracked absence, paid family leave, or other company
leaves

Pricing is guaranteed and based on a _____ year agreement.



Loudoun County, Virginia

www.loudoun.gov

Department of Finance and Budget

Division of Procurement

P.O. Box 7000, Leesburg, Virginia 20177

Physical Address: 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175

December 2, 2021

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 453782

The following changes and/or additions shall be made to the original for the Request for Proposal (RFP) for the Family and Medical Leave Act (FMLA) Administration Services, RFQ 453782. Please acknowledge receipt of this addendum by signing and returning with your proposal.

1. **PLEASE NOTE:** The Acceptance Date is changed to prior to 4:00 p.m. on December 28, 2021.

Prepared By: s/Diane C. Smit, NIGP-CPP/CPBP Date: December 2, 2021

Acknowledged By: _____ Date: _____



Loudoun County, Virginia

www.loudoun.gov

Department of Finance and Budget

Division of Procurement

P.O. Box 7000, Leesburg, Virginia 20177

Physical Address: 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175

December 16, 2021

NOTICE TO OFFERORS

ADDENDUM NO. 1

RFQ 453782

The following changes and/or additions shall be made to the original for the Request for Proposal (RFP) for the Family and Medical Leave Act (FMLA) Administration Services, RFQ 453782. Please acknowledge receipt of this addendum by signing and returning with your proposal.

1. Attached are the questions and answers received in response to the solicitation.

Prepared By: s/Diane C. Smith, NIGP-CPP/CPBP Date: December 16, 2021

Acknowledged By: _____ Date: _____

QUESTIONS AND ANSWERS

Q1. Please describe the County's experience with the following:

Is the County experiencing issues with its account management or able to provide specific customer service issues encountered with current vendor?

What are some of the issues or pain points that the County is experiencing with its current program?

Does the County feel that the current vendor has limited capabilities in system efficiencies (e.g., day to day information through portal or poor reporting analytics)?

Does the County feel that its current vendor's claims case manager has skill set deficiencies in understanding the employee's life event and limiting their ability to get them to a productive lifestyle?

A1. The County is issuing this Request for Proposal (RFP) due to the expiration of the existing Contract term with the current vendor FMLASource, which expires on June 30, 2022. As required by the Code of Virginia, the County is seeking competition for these services through the RFP process.

Q2. What systems or vendor does the County currently use for HRIS; Payroll and Time and Attendance?

A2. The County is currently utilizing the Oracle System for these services.

Q3. Is the County looking to include absence into their overall benefit strategies to gain a better perspective on the health of their workforce and productivity?

A3. This is a long-term goal; however, the County is not prepared to engage in these services at this time.

Q4. Is the current Family and Medical Leave Act (FMLA) administrator responsible for coordinating any sick hour time?

A4. No, the current vendor is responsible for administering FMLA and Paid Family Leave.

Q5. Please provide the total closed claims in 2020 with detail (if possible) for intermittent and continuous leaves and the current open claims with detail (if possible) for intermittent and continuous leaves.

A5. There were 682 approved leave requests in 2020, with approximately 70% classified as continuous leaves. Please note that this calculation includes leaves tracked under the Families First Coronavirus Response Act (FFCRA), which was effective April 1, 2020 through December 31, 2020, resulting in a higher than average claim count.

As of November 23, 2021, there are 238 active and approved leave requests, with approximately 69% classified as continuous leaves.

Q6. Is the County seeking a Performance Guarantee?

A6. Yes, please provide administrative benchmark metrics and associated fees at risk for each metric (e.g., response time). Please also include an account management satisfaction component.

Q7. Is the County able to share the pricing or current per employee per month (PEPM) for the current contract for FMLA Administration Services?

A7. Rate is based on the County's 4,475 employees

Leave management services \$1.45 per employee per month

**Federal FMLA, Uniformed Services
Employment and Reemployment
Rights Act (USERRA) and state family
Leave tracking and management,
Including FMLASource.com**

**Non-FMLA leave tracking, e.g., \$0.06 per employee per month
(per leave type tracked)**

**Jury duty/witness duty, bereavement, personal leave, paid medical
leave, or other company leaves**

Q8. When does the County anticipate awarding the contract?

A8. The County expects to award the contract in late March or early April 2022.

Q9. Can the County clarify the Paid Family Leave referenced in 5.2 of the RFP? Is the County asking about administering a paid company benefit or is this referencing a statutory paid family leave?

A9. This is a paid company benefit. Currently, there is no statutory paid family leave benefit in Virginia.

Q10. Can the County provide one to two years of Leave Claim Volume?

A10. There were 682 approved leave requests in 2020, with approximately 70% classified as continuous leaves. Please note that this calculation includes leaves tracked under the Families First Coronavirus Response Act (FFCRA), which was effective April 1, 2020 through December 31, 2020, resulting in a higher than average claim count.

In 2018 and 2019, claim counts were stable at 446 and 452, respectively.

Q11. How does/has leave impacted productivity within your organization? Are intermittent leaves causing problems for your organization?

A11. As a large County, FMLA and leave impacts each department differently. As there are some 24/7 essential positions in certain departments, leave usage affects staffing levels and overtime usage.

Q12. How is the County's leave program currently administered and how does the County currently manage FMLA and other leaves of absence?

A12. The County currently uses a third-party vendor to administer FMLA and Paid Family Leave. Other leave types are managed internally.

Q13. How much time does the County spend on managing absence how does the County monitor patterns of absence to control potential abuse?

A13. The County's Leave Management Committee meets monthly to monitor employee absences of four or more sick days and ensure compliance with FMLA and Americans with Disabilities Act (ADA). The County's current vendor provides detailed reporting regarding patterns of intermittent leave and exceeding frequency and duration of approved leave. The County relies on individual departments to notify Human Resources regarding suspected leave abuse and handles on a case-by-case basis in accordance with County policy.

Q14 How does the County know how many people are off work each day?

A14. Each County department manages day-to-day absences in accordance with departmental procedures. FMLA, Paid Family Leave, and leave pursuant to the ADA are overseen by County Human Resources.

Q15. How does the County track intermittent leaves?

A15. The County's vendor is expected to track intermittent leave. Employees are responsible for calling in the absence in accordance with departmental procedure and reporting the intermittent leave use to the vendor within 48 hours.

Q16. What is the frequency of reporting and analytics received from the current vendor and are the reports sufficient enough to prepare staffing models and overtime budgets?

A16. The current reporting is sufficient for the County's needs. Reports are provided on a monthly basis.

Q17. How is the County alerted of employees who may be exceeding approved frequency and duration under FMLA?

A17. The current vendor provides a monthly report of intermittent leaves that exceed the frequency and/or duration of the certification. Additionally, individual departments will notify County Human Resources if there is a concern regarding the employee exceeding the frequency and/or duration indicated in the leave approval letter.

Q18. How does the County measure the performance of the program?

A18. At this time, we do not have an active performance measurement in place; however, the County is seeking to implement a performance guarantee with the successful offeror.

Q19. How does the County stay current on changing leave laws?

A19. The County relies on the FMLA third-party administrator to keep the County updated on leave laws. Additionally, the County utilizes the County Attorney's Office and outside counsel, as necessary.

Q20. Is the County's leave policy current and compliant with recent FMLA and State regulations?

A20. Yes. The County's leave policies were recently updated in 2021 and are compliant.

Q21. Has the County ever run into any compliance issues?

A21. The County is unaware of FMLA compliance issues with the current vendor.