

REQUEST FOR PROPOSAL (RFP)



Issue Date: October 2, 2026

RFP# 2710005

Title: Administrative Services for Medical, Pharmacy, Stop Loss, Dental plans, and Vision Benefit Plans

Issuing Agency: County of Albemarle
Purchasing Office
401 McIntire Road, Room 248
Charlottesville, VA 22902

Period of Contract: The Contract shall be for one (1) year initial term, and renewable by the mutual written agreement of both parties for four (4) additional one (1) year terms.

Sealed Proposals will be received until 2:00 p.m. ET. on November 17, 2026, for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened and will not be considered. **No telephoned, emailed or faxed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

RFP#:	2710005
TITLE:	Administrative Services for Medical, Pharmacy, Stop Loss, Dental, Vision Benefit Plans
PROPOSAL DUE:	November 17, 2026, no later than 2 PM ET

All Inquiries for Information Should Submitted in Writing and Be Directed To: Vidhi Danak at vdanak@albemarle.org. Solicitations are posted on our public-facing [Bids Dashboard](https://albemarlecountyva.tylerportico.com/va/vendor-access/bids) (<https://albemarlecountyva.tylerportico.com/va/vendor-access/bids>) and available to browse and view. It is highly encouraged to submit proposals electronically via the Bids Dashboard. Please note that in order submit a bid proposal electronically, vendors must first register an account in our Vendor Access portal, see <https://www.albemarle.org/government/finance/procurement/solicitations>. Alternatively, proposals may be hand delivered to the designated lockbox "Vendor/Contractor Bids or Proposals Only" at the exterior of the County Office Building Visitors Entrance at 401 McIntire Road OR, proposals may be shipped/mailed to the Albemarle County Office Building, 401 McIntire Road, Room 248, Charlottesville, Virginia 22902, by not later than the date and time established herein or as modified by an addendum hereto. Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Proposals delivered to the wrong location or received in the specified location late, will not be considered. Please contact the Procurement Office at 434-296-5854, for delivery questions.

PRE-PROPOSAL CONFERENCE: No pre-proposal conference is scheduled for this solicitation.

In compliance with this request for proposal and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

_____ Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Virginia Contractor License No. _____

Class: _____ Specialty Codes: _____

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: ☐ YES;

☐ NO

IF YES ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY; ☐ SERVICE-DISABLED VETERAN-OWNED

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

This public body does not discriminate against faith-based organizations in accordance with the Virginia Code § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of comprehensive, full service medical, pharmacy, stop loss, dental, and vision insurance to support benefits program offered by the County of Albemarle, the School Board of Albemarle County and partner agencies (collectively referred to as County in this solicitation). County is requesting proposals for a self-insured funding arrangement for the medical, pharmacy, dental and fully insured vision coverage including integrated wellness programs among all coverages, as well as stop loss insurance program.

County desires bundled and unbundled proposal options and reserves the right to make multiple awards as a result of this solicitation. The effective date of the services will be for plan year starting January 1, 2028.

- II. **BACKGROUND:** The current medical program covers approximately 3,326 regular, benefits-eligible employees, affiliated partner entities, and eligible retirees under age 65 plus their dependents. The program is self-funded and includes one PPO, one POS, and one QHDHP with HSA. Current medical benefits are summarized in Attachment U.

The Dental program currently covers approximately 3,369 regular, benefits-eligible employees and pre 65 retirees plus their dependents. The program is self-insured, includes a dual option (high and low) and the plan administrator is Anthem BCBS. Current dental benefits are summarized in Attachment V.

The Vision program currently covers approximately 2,576 regular, benefits-eligible employees and pre 65 retirees plus their dependents. The program is fully insured. Current vision benefits are summarized in Attachment W.

- III. **PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT:**

RFP Process Timeline	
10/2/2026 – 11/17/2026	RFP Posted for Response
11/10/2026	All Questions from Vendors due
11/12/2026	All Addenda posted
11/17/2026	Receive RFP Responses
Week of 3/1/2027 and Week of 3/8/2027	Tentative Vendor Presentations (in-person)
4/1/2027 – 5/31/2027	Tentative Negotiations
6/1/2027	Tentative Notice of Intent to Award

- IV. **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, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for receipt of offers. Offerors may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Offeror to acknowledge all addenda by signing and returning a copy of all addenda with the offer submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda five (5) days before the date established for offer due date. All addenda will be issued by not later than five (5) days prior to offer due date.

- V. **STATEMENT OF WORK:**

The Successful Offeror(s) shall furnish all labor, supervision, materials, and services required to provide the services as specified within this Statement of Work.

Medical Administration Services

1. Administrative Services

- a. Claims adjudication and payment administration for the County self-funded medical plan.
- b. Eligibility, enrollment, billing, financial administration, ID cards, employer/member portals and communications.
- c. Claims appeals, coordination of benefits, prior authorization administration and ACA-required external appeals.

2. Account Management

- a. Dedicated Account Manager and Clinical Consultant.
 - i. Dedicated Account Executive
 - ii. Dedicated Operations Manager
 - iii. Dedicated Implementation Manager
- b. No change in assigned Account Executive without County approval except for resignation, termination or promotion.
- c. Quarterly service meetings and annual presentation to County leadership.
- d. Documented escalation procedures.

3. Implementation & Transition Services

- a. Dedicated implementation manager and implementation team.
- b. Development and maintenance of a mutually agreed implementation project plan.
- c. Eligibility and enrollment data testing prior to go-live.
- d. Coordination with County payroll, HR, and benefit administration systems.
- e. ID card production and distribution prior to effective date.
- f. Weekly implementation status meetings during implementation period.
- g. Post-implementation review and issue resolution process.

4. Clinical Management & Population Health

- a. Utilization management, case management, disease management and care coordination.
- b. Population health programs, digital engagement tools, predictive analytics and care gap identification.
- c. High-cost claimant identification and intervention.

5. Provider Network Services

- a. Network management, provider directory maintenance and continuity of care.
- b. Provider disruption analysis and annual geo-access review.
- c. The Contractor shall maintain a provider network that is sufficient in number, geographic distribution, and specialty composition to ensure members have reasonable access to covered services without unreasonable delay. Network adequacy shall be evaluated annually and upon County request.
- d. The Contractor shall ensure that at least 90% of enrolled members have access to:
 - i. A primary care physician within 10 miles or 15 minutes.
 - ii. A pediatric primary care physician within 15 miles or 20 minutes.
 - iii. An outpatient behavioral health provider within 15 miles or 20 minutes.
 - iv. Specialist physicians within 25 miles or 30 minutes.
 - v. An urgent care facility within 15 miles or 20 minutes.
 - vi. An acute care hospital within 30 miles or 30 minutes.
- e. Routine appointments available within 15 business days, specialty consultations within 30 business days, urgent appointments within 72 hours, and emergency access 24/7.
- f. Vendor shall provide network disruption analysis, provider-to-member ratios, appointment availability statistics, travel distance metrics, and comparison to noted access standards on a quarterly basis to make sure access standards are met.
- g. Vendor shall identify any geographic areas failing access standards and submit a corrective action plan within 30 days of identification.
- h. Vendor shall maintain a minimum 95% provider directory accuracy rate and conduct quarterly validation of provider participation and acceptance of new patients.

6. Customer Service

- a. Dedicated customer service phone number staffed by customer service representatives based in the United States during standard business hours, with interactive voice response routing, average speed-to-answer standards, call abandonment reporting, and multilingual support.
- b. Vendor shall provide a dedicated toll-free member service number exclusive to Albemarle County members and maintain escalation access for complex claims, eligibility and provider issues.
- c. Call center operations and issue resolution support.

7. Reporting

- a. Monthly financial reporting within 45 days of month end.
- b. Quarterly population health and benchmarking reports within 45 days of quarter end.
- c. Hospital days per 1,000, admissions per 1,000, average length of stay and total admissions.
- d. Large claimant, stop-loss, IBNR and out-of-network reporting.
- e. Ad hoc reporting at no additional cost.

8. Data Management & Integration

- a. Weekly claims, eligibility, utilization and financial data feeds shall be provided to Bolton, Switchbridge, the County's clinic, and County selected data partners at no additional cost. Data feeds shall be transmitted in mutually agreed formats and frequencies sufficient to support analytics, care management and reporting requirements.
- b. County ownership of all claims, eligibility, utilization, provider and financial data.
- c. Raw medical, pharmacy, provider and eligibility files plus data dictionaries at no additional cost.
- d. Fully automated HRIS integration with multiple systems and support.

9. Plan Documents & Compliance

- a. SPD, SBC, enrollment and ID card development and maintenance. Other plan educational materials upon request (e.g., side by side comparisons, highlight sheets, etc.).
- b. HIPAA, Transparency in Coverage, Mental Health Parity, No Surprises Act and applicable compliance support.
- c. Compliance with applicable federal and state insurance and privacy requirements.
- d. HIPAA, RxDC and transparency reporting support.

10. Cybersecurity & Business Continuity

- a. The Vendor shall maintain administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of County and participant data, including protected health information (PHI) and personally identifiable information (PII).
- b. The Vendor shall:
 - i. Comply with the Health Insurance Portability and Accountability Act (HIPAA), including all applicable Privacy, Security, and Breach Notification requirements.
 - ii. Execute a Business Associate Agreement (BAA) with the County.
 - iii. Maintain current SOC 1 Type II and/or SOC 2 Type II audit reports and provide copies to the County upon request, subject to reasonable confidentiality protections.
 - iv. Utilize secure methods for transmission, storage, and disposal of County data.
 - v. Maintain written information security policies and incident response procedures.
 - vi. Notify the County within twenty-four (24) hours of discovery of any actual or suspected security incident, unauthorized access, or breach involving County data.
 - vii. Cooperate with the County in the investigation, mitigation, reporting, and remediation of any such incident.
 - viii. Maintain cyber liability and privacy liability insurance with limits of not less than \$5 million per occurrence during the term of the Agreement.
 - ix. Ensure that subcontractors, affiliates, and downstream vendors with access to County data maintain security controls substantially equivalent to those required of the Vendor.

11. Fraud, Waste & Abuse

- a. Payment integrity, fraud detection and recovery programs with monthly savings reporting.

12. Performance & Financial Guarantees

- a. Claims accuracy, customer service, reporting, account management and implementation guarantees with fees at risk.
- b. Network discount guarantees with full methodology disclosure.
- c. Vendor shall provide a minimum of \$150,000 in wellness credits to Albemarle County annually.

13. Audit & Transparency

- a. County will have audit rights for claims, eligibility, performance guarantees and reporting.

14. County Authority

- a. County retains final authority regarding plan interpretation and disputed claim determinations.

Pharmacy Benefit Management (PBM)

1. Administrative Services

- a. Administration of retail, mail order, specialty and home delivery pharmacy networks.
- b. Real-time pharmacy claims adjudication and reimbursement processing.
- c. Coordination of benefits, appeals and customer service support.

2. Account Management

- a. Dedicated Account Manager and Clinical Consultant.
 - i. Dedicated Account Executive
 - ii. Dedicated Operations Manager
 - iii. Dedicated Implementation Manager
- b. No change in assigned Account Executive without County approval except for resignation, termination or promotion.
- c. Quarterly service meetings and annual presentation to County leadership.
- d. Documented escalation procedures.

3. Implementation & Transition Services

- a. Dedicated implementation manager and implementation team.
- b. Development and maintenance of a mutually agreed implementation project plan.
- c. Eligibility and enrollment data testing prior to go-live.
- d. Coordination with County payroll, HR, and benefit administration systems.
- e. ID card production and distribution prior to effective date.
- f. Weekly implementation status meetings during implementation period.
- g. Post-implementation review and issue resolution process.

4. Clinical Programs & Formulary Management

- a. Formulary management, prior authorization, step therapy and quantity limits.
- b. Drug utilization review, adherence, opioid and biosimilar management.
- c. GLP-1, specialty drug and gene therapy management programs.

5. Pharmacy Network Management

- a. Retail, specialty and mail network management.
- b. Network disruption analysis and pharmacy access reporting.

6. Customer Service

- a. Dedicated customer service phone number staffed by customer service representatives based in the United States during standard business hours, with interactive voice response routing, average speed-to-answer standards, call abandonment reporting, and multilingual support.
- b. Vendor shall provide a dedicated toll-free member service number exclusive to Albemarle County members and maintain escalation access for complex claims, eligibility and provider issues.
- c. Call center operations and issue resolution support.

7. Reporting

- a. Monthly financial, rebate, specialty drug and utilization reporting within 45 days of month end.
- b. Quarterly trend, benchmarking and clinical outcomes reporting within 45 days of quarter end.
- c. Ad hoc reporting at no additional charge.

8. Financial Administration & Rebate Management

- a. Transparent pass-through pricing.

- b. 100% rebate pass-through and reconciliation reporting.

9. Data Management & Integration

- a. Weekly claims, eligibility, utilization and financial data feeds shall be provided to Bolton, Switchbridge, the County's clinic, and County selected data partners at no additional cost. Data feeds shall be transmitted in mutually agreed formats and frequencies sufficient to support analytics, care management and reporting requirements.
- b. Secure feeds to County vendors, consultants and administrators.
- c. County will maintain ownership of pharmacy data.
- d. Raw claims, rebate and eligibility files provided at no additional cost.
- e. Fully automated HRIS integration with multiple systems and support.
- f. Employer portal access with file integration capabilities and support for multiple administrators.

10. Plan Documents & Compliance

- a. Applicable assistance with Medical facing plan documents; SPD preparation, SBC completion as needed
- b. Compliance with applicable pharmacy and healthcare regulations.
- c. HIPAA, RxDC and transparency reporting support.

11. Cybersecurity & Business Continuity

- a. The Vendor shall maintain administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of County and participant data, including protected health information (PHI) and personally identifiable information (PII).
- b. The Vendor shall:
 - i. Comply with the Health Insurance Portability and Accountability Act (HIPAA), including all applicable Privacy, Security, and Breach Notification requirements.
 - ii. Execute a Business Associate Agreement (BAA) with the County.
 - iii. Maintain current SOC 1 Type II and/or SOC 2 Type II audit reports and provide copies to the County upon request, subject to reasonable confidentiality protections.
 - iv. Utilize secure methods for transmission, storage, and disposal of County data.
 - v. Maintain written information security policies and incident response procedures.
 - vi. Notify the County within twenty-four (24) hours of discovery of any actual or suspected security incident, unauthorized access, or breach involving County data.
 - vii. Cooperate with the County in the investigation, mitigation, reporting, and remediation of any such incident.
 - viii. Maintain cyber liability and privacy liability insurance with limits of not less than \$5 million per occurrence during the term of the Agreement.
 - ix. Ensure that subcontractors, affiliates, and downstream vendors with access to County data maintain security controls substantially equivalent to those required of the Vendor.

12. Fraud, Waste & Abuse

- a. Fraud detection, monitoring and recovery activities.

13. Performance & Financial Guarantees

- a. Pricing accuracy, rebate, service, reporting and implementation guarantees.
- b. Administrative fees at risk for guarantee failures.

14. Audit & Transparency

- a. County will have audit rights for claims, rebates, guarantees and pricing methodologies.

15. County Authority

- a. County retains final authority regarding plan design, formulary strategy and benefit interpretation.

Stop Loss Insurance Protection

1. Administrative Services

- a. Specific and aggregate stop loss insurance coverage for the County self-funded medical and prescription drug plan.
- b. Acceptance of eligibility determinations provided by the County and communicated through the ASO administrator.

- c. Acceptance of paid claims data in an agreed-upon format for reimbursement processing.

2. Account Management

- a. Dedicated account manager and underwriting representative.
- b. Quarterly stewardship meetings and annual renewal presentation.
- c. Documented escalation procedures.

3. Implementation & Transition Services

- a. Dedicated implementation manager and implementation team.
- b. Development and maintenance of a mutually agreed implementation project plan.
- c. Policy issuance support.
- d. Coordination with medical administrator, PBM, wellness and other health plan vendors, as applicable.
- e. Coordination with County payroll, HR, and benefit administration systems, as applicable.

4. Underwriting & Renewal Services

- a. Firm renewal premium changes provided by October 1 for the following January 1 plan year.
- b. Renewal methodology disclosure and ongoing underwriting support.
- c. Large claimant review, renewal analysis and full renewal rating backup.

5. Eligibility & Contract Provisions

- a. No pre-existing condition limitations for covered members.
- b. No new lasers at renewal.
- c. Eligibility provisions that align with County health plan eligibility rules.
- d. Acceptance of County ASO administrator as claims fiduciary.

6. Reporting

- a. Monthly reimbursement and premium reporting within 45 days of month end.
- b. Quarterly summary reports within 45 days of quarter end.
- c. Large claimant reporting and high-cost claim monitoring.
- d. Renewal underwriting exhibits and ad hoc reporting at no additional cost.

7. Financial Administration

- a. Timely processing and payment of eligible reimbursement requests.
- b. Run-out claim processing consistent with policy contract terms.
- c. Claim status reporting and reimbursement tracking.

8. Data Management & Integration

- a. Secure electronic data exchange with the ASO administrator, PBM, Bolton and County-approved vendors.
- b. Automated data feeds when required.
- c. County access to reimbursement, premium and claim information.
- d. County ownership of all claims, eligibility, utilization, provider and financial data.
- e. Employer portal access with file integration capabilities and support for multiple administrators.

9. Cybersecurity & Business Continuity

- a. The Vendor shall maintain administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of County and participant data, including protected health information (PHI) and personally identifiable information (PII).
- b. The Vendor shall:
 - i. Comply with the Health Insurance Portability and Accountability Act (HIPAA), including all applicable Privacy, Security, and Breach Notification requirements.
 - ii. Execute a Business Associate Agreement (BAA) with the County.
 - iii. Maintain current SOC 1 Type II and/or SOC 2 Type II audit reports and provide copies to the County upon request, subject to reasonable confidentiality protections.
 - iv. Utilize secure methods for transmission, storage, and disposal of County data.
 - v. Maintain written information security policies and incident response procedures.
 - vi. Notify the County within twenty-four (24) hours of discovery of any actual or suspected security incident, unauthorized access, or breach involving County data.
 - vii. Cooperate with the County in the investigation, mitigation, reporting, and remediation of any such incident.

- viii. Maintain cyber liability and privacy liability insurance with limits of not less than \$5 million per occurrence during the term of the Agreement.
- ix. Ensure that subcontractors, affiliates, and downstream vendors with access to County data maintain security controls substantially equivalent to those required of the Vendor.

10. Performance & Financial Guarantees

- a. Service commitments for reimbursement processing, reporting and account management.
- b. Corrective action process for service issues.

11. Audit & Transparency

- a. County audit rights for premiums, reimbursements and performance.
- b. Disclosure of all fees, vendor relationships and subcontractors.

12. County Authority

- a. County retains authority regarding health plan eligibility and plan interpretation decisions.

Dental Administration Services

1. Administrative Services

- a. Claims adjudication and payment administration for the County self-funded dental plan.
- b. Eligibility, enrollment, billing, financial administration, member ID cards, employer/member portals and participant communications.
- c. Claims appeals administration, pretreatment estimate administration, coordination of benefits and external review support.

2. Account Management

- a. Dedicated account management team including:
 - i. Dedicated Account Executive
 - ii. Dedicated Operations Manager
 - iii. Dedicated Implementation Manager
- b. No change in assigned Account Executive without County approval except for resignation, termination or promotion.
- c. Ongoing service review meetings and escalation procedures.

3. Implementation & Transition Services

- a. Dedicated implementation manager and implementation team.
- b. Development and maintenance of a mutually agreed implementation project plan.
- c. Eligibility and enrollment data testing prior to go-live.
- d. Coordination with County payroll, HR, and benefit administration systems.
- e. ID card production and distribution prior to effective date.
- f. Weekly implementation status meetings during implementation period.
- g. Post-implementation review and issue resolution process.

4. Dental Care Management & Member Engagement

- a. Member education resources supporting awareness of available dental benefits.
- b. Online provider search tools and mobile resources.
- c. Communications promoting dental cleanings and use of covered services, including added value benefits such as additional cleanings for pregnant women.
- d. Benefit utilization support for participants.
- e. Employer portal access with file integration capabilities and support for multiple administrators.

5. Provider Network Services

- a. Provider network management including contracting oversight, credentialing monitoring and provider directory maintenance.
- b. Network adequacy review, continuity of care support and disruption analysis.
- c. Vendor shall provide provider counts by ZIP code and specialty for all ZIP codes where covered members reside.

- d. General Dentists: minimum 1 participating dentist accepting new patients per 1,500 covered lives; minimum 3 participating general dentists accepting new patients within 10 miles or 5 participating general dentists accepting new patients within 15 miles for at least 95% of members residing in County ZIP codes.
- e. Pediatric Dentists: minimum 2 participating dentists accepting new patients within 20 miles for at least 95% of members residing in County ZIP codes.
- f. Orthodontists: minimum 2 participating dentists accepting new patients within 20 miles for at least 95% of members residing in County ZIP codes.
- g. Endodontists: minimum 2 participating dentists accepting new patients within 20 miles for at least 95% of members residing in County ZIP codes.
- h. Periodontists: minimum 2 participating dentists accepting new patients within 20 miles for at least 95% of members residing in County ZIP codes.
- i. Oral Surgeons: minimum 2 participating dentists accepting new patients within 20 miles for at least 95% of members residing in County ZIP codes.
- j. Routine appointments available within 15 business days, specialty consultations within 30 business days, urgent appointments within 72 hours, and emergency access 24/7.
- k. Vendor shall provide network disruption analysis, provider-to-member ratios, appointment availability statistics, travel distance metrics, and comparison to noted access standards on a quarterly basis to make sure access standards are met.
- l. Vendor shall identify any geographic areas failing access standards and submit a corrective action plan within 30 days of identification.
- m. Vendor shall maintain a minimum 95% provider directory accuracy rate and conduct quarterly validation of provider participation and acceptance of new patients.

6. Customer Service

- a. Dedicated customer service phone number staffed by customer service representatives based in the United States during standard business hours, with interactive voice response routing, average speed-to-answer standards, call abandonment reporting, and multilingual support.
- b. Vendor shall provide a dedicated toll-free member service number exclusive to Albemarle County members and maintain escalation access for complex claims, eligibility and provider issues.
- c. Call center operations and issue resolution support.

7. Reporting

- a. Monthly financial reporting including enrollment, paid claims, network discounts, and utilization metrics within 45 days of month end.
- b. Quarterly utilization reporting, preventive care utilization, provider analytics and procedure trends within 45 days of quarter end.
- c. Ad hoc reports at no additional cost.

8. Data Management & Integration

- a. Weekly claims, eligibility, utilization and financial data feeds shall be provided to Bolton, Switchbridge, the County's clinic, and County selected data partners at no additional cost. Data feeds shall be transmitted in mutually agreed formats and frequencies sufficient to support analytics, care management and reporting requirements.
- b. Employer portal access with file integration capabilities and support for multiple administrators.
- c. Weekly data reporting and file transmission requirements requested by the County and authorized consultants at no additional cost.
- d. Fully automated HRIS integration with multiple systems and support.
- e. County ownership of all claims, eligibility, utilization, provider and financial data.

9. Plan Documents & Compliance

- a. Benefit summary, enrollment material, participant communication and identification card development and maintenance. Other plan educational materials upon request (e.g., side by side comparisons, highlight sheets, etc.).
- b. HIPAA compliance, privacy protections, security standards and applicable federal and state compliance support.

- c. Vendor shall update member communications and ID cards within 30 days of County-approved plan changes.
- d. Compliance with applicable federal and state insurance and privacy requirements.

10. Cybersecurity & Business Continuity

- a. The Vendor shall maintain administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of County and participant data, including protected health information (PHI) and personally identifiable information (PII).
- b. The Vendor shall:
 - i. Comply with the Health Insurance Portability and Accountability Act (HIPAA), including all applicable Privacy, Security, and Breach Notification requirements.
 - ii. Execute a Business Associate Agreement (BAA) with the County.
 - iii. Maintain current SOC 1 Type II and/or SOC 2 Type II audit reports and provide copies to the County upon request, subject to reasonable confidentiality protections.
 - iv. Utilize secure methods for transmission, storage, and disposal of County data.
 - v. Maintain written information security policies and incident response procedures.
 - vi. Notify the County within twenty-four (24) hours of discovery of any actual or suspected security incident, unauthorized access, or breach involving County data.
 - vii. Cooperate with the County in the investigation, mitigation, reporting, and remediation of any such incident.
 - viii. Maintain cyber liability and privacy liability insurance with limits of not less than \$5 million per occurrence during the term of the Agreement.
 - ix. Ensure that subcontractors, affiliates, and downstream vendors with access to County data maintain security controls substantially equivalent to those required of the Vendor.

11. Fraud, Waste & Abuse

- a. Fraud detection, recovery activities and payment integrity programs.

12. Performance & Financial Guarantees

- a. Performance guarantees addressing claims accuracy, implementation effectiveness, customer service, network performance, reporting timeliness and account management.

13. Audit & Transparency

- a. County audit rights related to enrollment, billing, performance standards and reporting.

14. County Authority

- a. County retains final authority regarding benefit interpretation and vendor performance requirements.

Fully Insured Vision Benefit

1. Administrative Services

- a. Vision enrollment, eligibility, premium billing, member administration and ID card services.
- b. Employer and member portal access, customer service, communications and implementation support.
- c. Administration of vision examinations, eyewear and contact lens benefits.

2. Account Management

- a. Dedicated account management team including:
 - i. Dedicated Account Executive
 - ii. Dedicated Operations Manager
 - iii. Dedicated Implementation Manager
- b. No change in assigned Account Executive without County approval except for resignation, termination or promotion.
- c. Ongoing service review meetings and escalation procedures.

3. Implementation & Transition Services

- a. Dedicated implementation manager and implementation team.
- b. Development and maintenance of a mutually agreed implementation project plan.
- c. Eligibility and enrollment data testing prior to go-live.
- d. Coordination with County payroll, HR, and benefit administration systems.

- e. ID card production and distribution prior to effective date.
- f. Weekly implementation status meetings during implementation period.
- g. Post-implementation review and issue resolution process.

4. Vision Care Management & Member Engagement

- a. Member education resources supporting awareness of available vision benefits.
- b. Online provider search tools and mobile resources.
- c. Communications promoting preventive eye examinations and use of covered services, including added value benefits such as diabetes care or hearing programs.
- d. Enrollment and benefit utilization support for participants.

5. Vision Network Services

- a. Maintenance of a broad vision provider network including independent providers, retail providers and online vendors.
- b. Provider directory maintenance and network access reporting.

6. Customer Service

- a. Dedicated customer service phone number staffed by customer service representatives based in the United States during standard business hours, with interactive voice response routing, average speed-to-answer standards, call abandonment reporting, and multilingual support.
- b. Vendor shall provide a dedicated toll-free member service number exclusive to Albemarle County members and maintain escalation access for complex claims, eligibility and provider issues.
- c. Call center operations and issue resolution support.

7. Reporting

- a. Monthly enrollment, utilization and service performance reporting within 45 days of month end.
- b. Quarterly utilization reporting, preventive care utilization, provider analytics and utilization trends within 45 days of quarter end.
- c. Network access, participation and member service reporting.
- d. Ad hoc reporting at no additional cost.

8. Data Management & Integration

- a. Weekly claims, eligibility, utilization and financial data feeds shall be provided to Bolton, Switchbridge, the County's clinic, and County selected data partners at no additional cost. Data feeds shall be transmitted in mutually agreed formats and frequencies sufficient to support analytics, care management and reporting requirements.
- b. Support for integration with County-approved systems and vendors.
- c. Fully automated HRIS integration with multiple systems and support.
- d. County ownership of all claims, eligibility, utilization, provider and financial data.
- e. Employer portal access with file integration capabilities and support for multiple administrators

9. Plan Documents & Compliance

- a. Benefit summary, enrollment material, participant communication and identification card development and maintenance. Other plan educational materials upon request (e.g., side by side comparisons, highlight sheets, etc.).
- b. HIPAA compliance, privacy protections, security standards and applicable federal and state compliance support.
- c. Vendor shall update member communications and ID cards within 30 days of County-approved plan changes.
- d. Compliance with applicable federal and state insurance and privacy requirements.

10. Cybersecurity & Business Continuity

- a. The Vendor shall maintain administrative, physical, and technical safeguards designed to protect the confidentiality, integrity, and availability of County and participant data, including protected health information (PHI) and personally identifiable information (PII).
- b. The Vendor shall:
 - i. Comply with the Health Insurance Portability and Accountability Act (HIPAA), including all applicable Privacy, Security, and Breach Notification requirements.

- ii. Execute a Business Associate Agreement (BAA) with the County.
- iii. Maintain current SOC 1 Type II and/or SOC 2 Type II audit reports and provide copies to the County upon request, subject to reasonable confidentiality protections.
- iv. Utilize secure methods for transmission, storage, and disposal of County data.
- v. Maintain written information security policies and incident response procedures.
- vi. Notify the County within twenty-four (24) hours of discovery of any actual or suspected security incident, unauthorized access, or breach involving County data.
- vii. Cooperate with the County in the investigation, mitigation, reporting, and remediation of any such incident.
- viii. Maintain cyber liability and privacy liability insurance with limits of not less than \$5 million per occurrence during the term of the Agreement.
- ix. Ensure that subcontractors, affiliates, and downstream vendors with access to County data maintain security controls substantially equivalent to those required of the Vendor.

11. Fraud, Waste & Abuse

- a. Fraud detection, payment integrity and recovery activities, as applicable to vision benefits administration.

12. Performance & Financial Guarantees

- a. Customer service, implementation, administrative accuracy and reporting guarantees with fees at risk where applicable.

13. Audit & Transparency

- a. County audit rights related to enrollment, billing, performance standards and reporting.

14. County Authority

- a. County retains final authority regarding benefit interpretation and vendor performance requirements.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a timely and complete response to this RFP.

Proposals should be received through the electronic [Bids Dashboard](#), by the stated due date and time. Alternatively, proposals may be hand delivered to the designated lockbox "Vendor/Contractor Bids or Proposals Only" at the exterior of the County Office Building Visitors Entrance at 401 McIntire Road OR, proposals may be shipped/mailed to the Albemarle County Office Building, 401 McIntire Road, Room 248, Charlottesville, Virginia 22902, by not later than the date and time established herein or as modified by an addendum hereto.

Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received late will not be considered.

Shipped or delivered proposals, must include one (1) original and one (1) copy of each proposal along with an electronic copy of the proposal on a flash drive either in Microsoft Word or PDF format and must be submitted to the County as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.

2. Redacted Copies: In addition to the copies of the RFP Response specified above, mailed proposals must include, both one (1) redacted hard copy and (1) redacted copy on a USB flash drive in Microsoft Word or PDF format, in accordance with the identified proprietary or confidential information, as determined by the Offeror. The redacted proposal, with proprietary language data blacked out, will be made available to the public in accordance with Virginia Code § 2.2-4342(F) in response to requests for documents. It shall be the **sole responsibility** of the Offeror to ensure the supplied, redacted copy protects the firm's interests with regards to proprietary or confidential information that, in accordance with Virginia Code § 2.2-4342(F) may be considered protected information. Please see Attachment G.

No other distribution of the proposal shall be made by the offeror.

3. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete, or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Virginia Code § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
 - g. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals shall be submitted in two separate volumes – Volume I; Technical Proposal and Volume II; Price Proposal. No price data shall be included in Volume I, Technical Proposal.

We do not require each vendor to respond to all services in this RFP. We will accept proposals for one or more services. They may be bundled or unbundled. Proposal cover letter should clearly indicate the services being proposed.

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

VOLUME I

1. Section 1 – Overall Review of your Services and Questionnaire:

- Provide a narrative outlining your services and ability to fulfill the statement of work requirements, service delivery methods, and key measures of quality and effectiveness.
- Submit a complete questionnaire for each proposed service (Attachments J to N) in Excel spreadsheet format through the County's Bid Dashboard using the "Bid Response (Excel)" placeholder under the Attachments tab.

2. Section 2 – Experience: A written narrative statement to include:

- Experience in providing the services described herein
- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
- Resumes of staff to be assigned to the project.
- References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment B - Offeror Data Sheet.

VOLUME II

3. Section 3 – Proposed Price:

- Submit a complete questionnaire for each proposed service (Attachments O to S) in Excel spreadsheet format through the County's Bid Dashboard using the "Bid Response (Excel)" placeholder under the Attachments tab.

4. Section 4 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Describe any planned use of small businesses and businesses owned by women and minorities and service disabled veterans in fulfilling this contract.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Attachment C – State Corporation Commission Form – Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- Attachment D – Certification of No Collusion
- Attachment E – No Certification of Crimes Against Children and Acts of Moral Turpitude
- Attachment F – Insurance Requirements
- Attachment G – Proprietary/Confidential Information Identification – See VI. A. 2, above.

- Attachment I – Intent to Bid Form: Any prospective bidder wishing to participate in Albemarle County RFP# 2710005 must complete this intent to bid form prior to the deadline and email to Vidhi Danak at vdanak@albemarle.org cc rfq@albemarle.org. This form must be submitted by October 30, 2026. Upon completion and review of your initial qualifications in the intent to bid form, the required bid forms, plan documents, historical experience, and pricing exercises will be shared with you. Additional clarification of your qualifications may be required by Procurement prior to releasing these details. The Non-Disclosure Agreement is attached to the Intent to Bid form and must be completed and submitted along with the completed Intent to Bid form.

VII. EVALUATION AND AWARD CRITERIA:

This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

Medical Administration Services Evaluation Criteria:

Evaluation Criteria	Point Value
Administrative Services and Member Experience	15%
Claims administration Customer service Call center matrix Appeals administration Member advocacy Digital tools Escalation procedures <i>See Medical Administrative Services Section of the Statement of Work & Section TF 1.0 General Tab in the Medical Administration Services Questionnaire</i>	
Provider Network	20%
Geo Access Disruption Provider Counts Directory Accuracy <i>See Medical Administrative Services Section of the Statement of Work & Section TF 2.0 Med Geo, TF 3.0 Med by County and TF 4.0 Med Physicians Tabs in the Medical Administration Services Questionnaire</i>	
Clinical Programs, Population Health, and Behavioral Health	10%
Case management Disease management, Population health programs Telemedicine Behavioral health integration <i>See Medical Administrative Services Section of the Statement of Work & Section TF 1.0 General Tab in the Medical Administration Services Questionnaire</i>	
Reporting, Analytics, and Data Transparency	10%
Reporting Data feeds Data ownership	

Data warehouse support Ad hoc reporting <i>See Medical Administrative Services Section of the Statement of Work & Section TF 1.0 General Tab in the Medical Administration Services Questionnaire</i>	
Account Management, Implementation, Performance Guarantees	10%
Account team structure Implementation approach Performance guarantees <i>See Medical Administrative Services Section of the Statement of Work & Section TF 1.0 General Tab in the Medical Administration Services Questionnaire</i>	
Contract Terms, References, and Differentiators	5%
Contract language Public sector experience similar to Albemarle County & Public Schools structure Innovation efforts <i>See Medical Administrative Services Section of the Statement of Work & Section TF 1.0 General Tab in the Medical Administration Services Questionnaire</i>	
Financial Proposal	30%
Administrative fees Network discounts, Trend guarantees Discount guarantees Credits <i>See Medical Administrative Services Section of the Statement of Work & the Medical Financial Questionnaire</i>	
Total	100%

Pharmacy Benefits Management (PBM) Evaluation Criteria:

Evaluation Criteria	Point Value
Administrative Services & Member Experience	10%
Claims adjudication Customer service Eligibility management Appeals <i>See Pharmacy Benefit Management (PBM) Section of the Statement of Work & Tab TF 1.2 Claims Processing; Tab TF 1.4 Customer Service in the Prescription Technical Questionnaire</i>	
Pharmacy Network	15%
Retail network breadth Pricing guarantees 90-day/mail order network Network audit practices <i>See Pharmacy Benefit Management (PBM) Section of the Statement of Work & Tab TF 1.12 Retail Networks; Tab TF 1.2 Claim processing; Tab TF 1.10 Mail Order in the Prescription Technical Questionnaire</i>	

Clinical Programs, Formulary & Utilization Management	20%
Formulary strategy DUR & prior authorization Generic/MAC programs Specialty pharmacy management GLP-1 and High-cost drug financial assistance <i>See Pharmacy Benefit Management (PBM) Section of the Statement of Work & Tab TF 1.6 Formulary; Tab TF 1.3 DUR & PA; Tab TF 1.7 Generics; Tab 1.13 Specialty Pharmacy; Tab TF 1.8 GLP-1; Tab TF 1.14 High-Cost Rx FA in the Prescription Technical Questionnaire</i>	
Reporting, Analytics & Technology	10%
Standard and ad hoc reporting Data transparency Systems infrastructure Member-facing tools Disaster recovery <i>See Pharmacy Benefit Management (PBM) Section of the Statement of Work & Tab TF 1.11 Reporting; Tab TF 1.2 Customer Service; Tab TF 1.15 Technology in the Prescription Technical Questionnaire</i>	
Account Management, Implementation & Performance Guarantees	10%
Account team structure Implementation approach Performance guarantees <i>See Pharmacy Benefit Management (PBM) Section of the Statement of Work & Tab TF 1.1 ACCT MGMT; Tab TF 1.9 Implementation; Tab TF 1.14 High-Cost Rx FA in the Prescription Technical Questionnaire</i>	
Contract Terms, References & Differentiators	5%
Audit rights Termination rights Public sector experience similar to Albemarle County & Public Schools structure Unique value-adds <i>See Pharmacy Benefit Management (PBM) Section of the Statement of Work & Tab TF 1.0 Company Info in the Prescription Technical Questionnaire</i>	
Financial Proposal	30%
Administrative fees Dispensing fees Network discounts off AWP Rebate guarantees, MAC pricing guarantees Repricing analysis <i>See Pharmacy Benefit Management (PBM) Section of the Statement of Work & the Prescription (PBM) Financial Questionnaire</i>	
Total	100%

Stop Loss Insurance Protection Evaluation Criteria:

Evaluation Criteria	Point Value
Claims Administration & Reimbursement Process	20%
Procedures for claims exceeding the specific level Timing Interaction with UR/case management CMS coordination Audit rights <i>See Stop Loss Insurance Protection Section of the Statement of Work & Section TF 2.0 Stop Loss Questionnaire Tab in the Stop Loss RFP Questionnaire</i>	
Contract Terms & Stop Loss Provisions	25%
Contract period basis Actively-at-work waiver Run-in/run-out treatment Termination/renewal notice periods Pre-existing condition waiver Blanket coverage Claim definitions <i>See Stop Loss Insurance Protection Section of the Statement of Work & Section TF 2.0 Stop Loss Questionnaire Tab in the Stop Loss RFP Questionnaire</i>	
Account Management, Compliance & Company Qualifications	5%
Ownership Licensing Legal/regulatory history Security/compliance Account team Financial ratings Disaster recovery Liability coverage SOC reports <i>See Stop Loss Insurance Protection Section of the Statement of Work & Section TF 1.0 General Questionnaire Tab in the Stop Loss RFP Questionnaire</i>	
Eligibility, Data & Reporting	10%
Eligibility file exchange Standard/ad hoc reporting Data analytics tools and access <i>See Stop Loss Insurance Protection Section of the Statement of Work & Section TF 1.0 General Questionnaire Tab; TF 2.0 Stop Loss Questionnaire tab in the Stop Loss RFP Questionnaire</i>	
Implementation	10%
File exchange set up Timeline of implementation Implementation approach <i>See Stop Loss Insurance Protection Section of the Statement of Work & Section TF 1.0 General Questionnaire Tab; TF 2.0 Stop Loss Questionnaire tab in the Stop Loss RFP Questionnaire</i>	
Financial Proposal	30%
Specific and aggregating stop loss rates across deductible options No-laser confirmation	

Renewal rate cap Firm renewal terms <i>See Stop Loss Insurance Protection section of the Statement of Work & Stop Loss Financial Questionnaire</i>	
Total	100%

Dental Administration Services Evaluation Criteria:

Evaluation Criteria	Point Value
Administrative Services & Member Experience	15%
Claims adjudication Customer service Eligibility/data Member tools Billing <i>See Dental Administration Services Section of the Statement of Work & Section TF 1.0 Den Q Tab in the Dental RFP Questionnaire</i>	
Provider Network & Access	30%
Geo access Provider counts by county Top-provider network match/disruption Network standards <i>See Dental Administration Services Section of the Statement of Work & Section TF 2.0 Den Geo Tab; TF 2.1 DEN by County; TF 3.0 DEN Top Providers tabs in the Dental RFP Questionnaire</i>	
Clinical & Wellness Programs	5%
Utilization/wellness initiatives Mobile dentistry Oral care Specialty care programs <i>See Dental Administration Services Section of the Statement of Work & Section TF 1.2 Den Q tabs in the Dental RFP Questionnaire</i>	
Reporting and Analytics	10%
Reporting Data feeds Data ownership Data warehouse support Ad hoc reporting <i>See Dental Administration Services Section of the Statement of Work & Section TF 1.0 Gen Q; TF 1.2 Den Q tabs in the Dental RFP Questionnaire</i>	
Account Management, Implementation & Performance Guarantees	10%
Account team structure Implementation approach Performance guarantees <i>See Dental Administration Services Section of the Statement of Work & Section TF 1.0 Gen Q tab in the Dental RFP Questionnaire</i>	
Contract Terms, References & Differentiators	5%

Contract language Public sector experience similar to Albemarle County & Public Schools structure Innovation efforts <i>See Dental Administration Services Section of the Statement of Work & Section TF 1.0 Gen Q tab in the Dental RFP Questionnaire</i>	
Financial Proposal	25%
Administrative fees Negotiated network discounts Rate/renewal guarantees Credits <i>See Dental Administrative Services Section of the Statement of Work & the Dental Financial Questionnaire</i>	
Total	100%

Vision Benefit Evaluation Criteria:

Evaluation Criteria	Point Value
Administrative Services & Member Experience	15%
Claims adjudication Customer service Eligibility/data Member tools Billing <i>See Vision Benefit Section of the Statement of Work & Section TF 1.0 Gen Q tab in the Vision RFP Questionnaire</i>	
Provider Network & Access	20%
Geo access Provider counts by county Top-provider network match/disruption Large retail chain participation <i>See Vision Benefit Section of the Statement of Work & Section TF 1.0 Gen Q; TF 1.0 VIS Q; TF 2.0 VIS GEO; TF 3.0 VIS by County; TF 4.0 VIS Top Providers; TF 6.0 VIS Retail Chains tabs in the Vision RFP Questionnaire</i>	
Clinical & Wellness Programs	10%
Utilization/wellness initiatives Myopia management Eye health engagement <i>See Vision Benefit Section of the Statement of Work & Section TF 1.0 VIS Q tab in the Vision RFP Questionnaire</i>	
Reporting and Analytics	5%
Reporting Data feeds Data ownership Data warehouse support Ad hoc reporting <i>See Vision Benefit Section of the Statement of Work & Section TF 1.0 VIS Q tab in the Vision RFP Questionnaire</i>	
Account Management, Implementation & Company Qualifications	5%

Account team structure Implementation approach Performance guarantees <i>See Vision Benefit Section of the Statement of Work & Section TF 1.0 Gen Q tab in the Vision RFP Questionnaire</i>	
Plan Design Match & Deviations	10%
Plan design adherence to current offerings Exam copays Frame & contact lens allowance <i>See Vision Benefit Section of the Statement of Work & Section TF 1.0 VIS Q; TF 5.0 VIS Plan Design tabs in the Vision RFP Questionnaire</i>	
Contract Terms, Performance Guarantees & Differentiators	5%
Contract language Public sector experience similar to Albemarle County & Public Schools structure Innovation efforts <i>See Vision Benefit Section of the Statement of Work & Section TF 1.0 Gen Q tab in the Vision RFP Questionnaire</i>	
Financial Proposal	30%
ASO/Administrative fees Premium equivalent & fully-insured rates Allowed/covered/retail fee schedules Rate guarantees <i>See Vision Benefit Section of the Statement of Work & the Vision Financial Questionnaire</i>	
Total	100%

- B. AWARD OF CONTRACT: The selection process shall be as per Virginia Code § 2.2-4301(3)(b) for the procurement of non-professional services. Selection shall be made of one or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Purchasing Agent shall select the Offeror(s) which in their opinion has made the best proposal, and shall award the contract in such form, terms and conditions as found at Attachment H hereto. **A County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. Should the Purchasing Agent, determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, the contract may be negotiated and awarded to that Offeror. The County reserves the right to make multiple awards to multiple contractors, including awards at line item pricing levels, as determined to be to the best advantage to the County.

VIII. REPORTING AND DELIVERY INSTRUCTIONS:

All reports outlined in the statement of work should be delivered to Lara Andrake, Chief of Insurance Programs and Shared Services and Liz Gardner, Bolton Consulting.

IX. PRE-PROPOSAL CONFERENCE: No preproposal conference is scheduled for this solicitation.

X. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this

proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.

- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Procurement webpage at <https://www.albemarle.org/government/finance/procurement>.
- C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- F. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, 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 by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.
- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 - B. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Procurement Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- M. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.

- N. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- R. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- U. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. 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>.
- V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles

and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.

- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

- AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- CC. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

- 1. During the performance of this contract, the contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by 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.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor shall state that it is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor
- DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.
- FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at www.albemarle.org/procurement or you can go directly to the site at <https://procurement.albemarle.org/bsol/>.
- HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required 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.
- II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.
- JJ. PAYMENT:
- a. To Prime Contractor:
 - 1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a

series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
3. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All Invoices shall show the County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.
3. A contractor awarded a construction contract under § 2.2-4301 is hereby obligated:
 - a. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(1).
 - b. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(2-5).

KK. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

LL. PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.

- MM. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.
- NN. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- OO. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- RR. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County of Albemarle upon request.
- SS. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. 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. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.

VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.

WW. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

XI. SPECIFIC TERMS AND CONDITIONS:

- A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.
- B. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State and Federal regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- D. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of Virginia Code § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- E. RENEWAL OF CONTRACT:
 - a. Contract(s) shall be for a one-year term beginning on date of award with the option to renew under the terms of the original agreement for up to four (4) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract(s) or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Any such adjustment is subject to

County approval and will not take effect unless agreed to in writing by the County. Price increases shall be limited to no more than **more than 5% for administrative services and the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average for all Other Services**. The applicable CPI-W increase shall be based on the most recently published twelve-month period by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

- b. **Stop Loss Insurance Protection Reinsurance and Administrative Fee Exception.** Notwithstanding Section a above (CPI Adjustment), the CPI limitation on price increases shall not apply to (a) the portion of [fees/premium/rates] attributable to reinsurance ("Reinsurance Costs"), or (b) administrative fees [charged by reinsurers, fronting carriers, or other third parties in connection with the Program] ("Administrative Fees"). All other Stop Loss service components not identified as Reinsurance Costs or Administrative Fees remain subject to the CPI adjustment limitation in Subsection E(a). The Parties acknowledge that Reinsurance Costs and Administrative Fees are determined by the reinsurance market and by third parties' pricing, terms, and capacity at each renewal, and are outside Contractor's control. Accordingly, Reinsurance Costs and Administrative Fees may be adjusted upon renewal to reflect the actual costs incurred for the upcoming period; however, in no event shall the adjustment exceed the actual increase in Reinsurance Costs or Administrative Fees charged by the applicable reinsurer or third party.

Contractor shall, upon reasonable request, provide documentation reasonably sufficient to support any adjustment to Reinsurance Costs or Administrative Fees, subject to confidentiality obligations owed to third parties; however, Contractor must provide sufficient unredacted detail to allow the County to verify the basis and accuracy of the adjustment. County will treat such documentation as confidential to the extent permitted by Virginia law. Upon the County's request, Contractor must provide such documentation within ten (10) business days of the request.

- F. **SCHOOL CONTRACTOR CERTIFICATION:** Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

- XII. **METHOD OF PAYMENT:** Payment will be made within 30 days of the date of receipt of the invoice, unless otherwise agreed upon in writing by the parties.

- XIII. **PRICING SCHEDULE:** See Attachment O, P, Q, R & S.

- XIV. **ATTACHMENTS:**

ATTACHMENT A	Not Used
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification

ATTACHMENT H	Sample Contract Form
ATTACHMENT I	Intent to Bid Form & Non-Disclosure Agreement
ATTACHMENT J	Technical Questionnaire – Medical Administration Services (Excel Spreadsheet)
ATTACHMENT K	Technical Questionnaire – Pharmacy Benefits Management (Excel Spreadsheet)
ATTACHMENT L	Technical Questionnaire – Stop Loss Insurance Protection (Excel Spreadsheet)
ATTACHMENT M	Technical Questionnaire – Dental Administration Services (Excel Spreadsheet)
ATTACHMENT N	Technical Questionnaire – Vision Benefit (Excel Spreadsheet)
ATTACHMENT O	Financial Questionnaire – Medical Administration Services (Excel Spreadsheet)
ATTACHMENT P	Financial Questionnaire – Pharmacy Benefits Management (Excel Spreadsheet)
ATTACHMENT Q	Financial Questionnaire – Stop Loss Insurance Protection (Excel Spreadsheet)
ATTACHMENT R	Financial Questionnaire – Dental Administration Services (Excel Spreadsheet)
ATTACHMENT S	Financial Questionnaire – Vision Benefit (Excel Spreadsheet)
ATTACHMENT T	Albemarle County Business Associate Agreement SAMPLE
ATTACHMENT U	Summary of Benefits and Coverage (Medical)
ATTACHMENT V	Summary of Benefits and Coverage (Dental)
ATTACHMENT W	Summary of Benefits and Coverage (Vision)

Please note that Attachments I through S and Attachments U through W are not included in this document. These attachments are provided as fillable Word and Excel forms in the “Attachments” folder posted with this solicitation.

ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information:
FIN or FEI Number: _____ If Company, Corporation, or Partnership
5. Indicate below a listing of at least five (5) references, to include: Two public sector clients which are currently within their inaugural contract. Two public sector clients who you have partnered with for at least five year. One client of your choosing.

1.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
2.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
3.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
4.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
5.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT C

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The bidder:

☐	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
☐	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
☐	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: 1. ☐ Maintaining, defending, or settling any proceeding; 2. ☐ Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. ☐ Maintaining accounts in financial institutions; 4. ☐ Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. ☐ Selling through independent contractors; 6. ☐ Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. ☐ Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. ☐ Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. ☐ Owning, protecting, and maintaining property; 10. ☐ Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. ☐ For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. ☐ Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. ☐ Transacting business in interstate commerce.
☐	is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> 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. Attach opinion of legal counsel to this form.

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT D

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and offer to which this Certification of No Collusion is attached that:

This offer is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this offer the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§§ 18.2-498.1 *et seq.*)

Signature of Company Representative

Name of Company

Date

CODE OF VIRGINIA

§ 18.2-498.4. Duty to provide certified statement.

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT E

CERTIFICATION OF NO CRIMES AGAINST CHILDREN & ACTS OF MORAL TURPITUDE

In accordance with Virginia Code § 22.1-296.1(E), contractors whose employees may have direct contact with students must certify whether any such individual has been convicted of: (1) a violent barrier crime as defined by Virginia Code § 19.2-392.02(A); (2) an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, including the solicitation of any such offense; or (3) a crime of moral turpitude, which includes offenses involving lying, cheating, or stealing. For the purposes of this certification, "direct contact with students" means being in the physical presence of students during regular school hours or during school sponsored activities.

Contractor acknowledges that performing work under a contract with Albemarle County or Albemarle County School Board may require the Contractor, its employees and/or its subcontractors to have direct contact with Albemarle County Public Schools' students. By signing below, the Contractor certifies that neither Contractor nor any of its employees or subcontractors who may have direct contact with students has been convicted of any violent barrier crime as defined by Virginia Code § 19.2-392.2(A); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, including the solicitation of such offense; or any crime of moral turpitude, and therefore is compliant with Virginia Code § 22.1-296.1(E).

Contractor understands that making a materially false statement regarding any offense required to be disclosed in this certification is a Class 1 misdemeanor, and conviction of the same will be grounds for the revocation of the contract and, if applicable, the revocation of any license required to provide such services. Albemarle County and Albemarle County School Board shall not be liable for materially false statements made in connection with this certification.

1. Has the contractor conducted background checks on any employees or subcontractors providing services with Albemarle County or Albemarle County School Board?

☐ NO ☐ YES

2. Will any individual from your organization be with a minor without a county or school employee present?

☐ NO ☐ YES

CONTRACTOR'S ACCEPTANCE:

BUSINESS «Vendor»

SIGNATURE

NAME

DATE

TITLE

ATTACHMENT F

INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable. These requirements will be incorporated into the resulting contract:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease-employee. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$2,000,000 per occurrence/\$4,000,000 aggregate limit, and. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non- contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
 - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
 - e. Umbrella Liability Coverage- minimum coverage of \$5,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.
 - f. Professional (E&O) Liability Insurance: \$1,000,000 per claim/\$3,000,000 aggregate limit
 - g. Cyber - \$3,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and costs. The required coverage should include privacy/network security liability, breach response/notification expenses, regulatory defense and penalties where insurable, and PCI exposure where applicable.
 - h. Fidelity/Crime - minimum \$1,000,000 limit, with the County included as a loss payee/client where appropriate.

The County may accept equivalent coverage or alternative policy structures when they provide substantially the same protection as noted above.

All Insurance Coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;

5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

Proof of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall affect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage: shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance

company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.

ATTACHMENT G

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

RFP#: 2710005

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

SECTION/TITLE	PAGE NUMBER (S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT H
SAMPLE CONTRACT

GENERAL CONTRACT «Contract»

«Vendor»

«Address1»

«Address2»

«City», «City» «Zip»

(Contractor)

COUNTY OF ALBEMARLE, VIRGINIA

a political subdivision of the Commonwealth of Virginia

401 McIntire Road; Suite 248

Charlottesville, Virginia 22902

(COUNTY)

This Agreement (the “Agreement” or “Contract”) made and entered into on _____, between the Contractor as identified above and the County collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. Scope of Work: Contractor agrees to perform such goods or services as specified in the County **«Type» # «Solicitation Number»** documentation, and said **«Procurement Method»** is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this Agreement is included herewith as **Exhibit A**.
2. Incorporation of Documents and Order of Precedence: To the extent that it does not conflict with the terms of this Agreement or the **«Type»** the Contractor’s **proposal/bid**, dated **[month day, year]**, is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the **«Type»**, or Contractor’s **proposal/bid**, the terms of this Agreement first and the **«Type»** second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. Payment/Consideration Schedule: In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the County. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the foregoing in accordance with Contract Exhibit B, attached hereto.

The maximum liability to the County for all work under this contract shall not exceed **«Not to Exceed Value»** annually.

4. Term: The County’s requirements of the products/services hereinafter specified are for the term of date of contract award **«Contract Award Date»** and terminating 365 **[or such completion date or period as determined by the solicitation/requirements]** days after contract award, with optional renewal clause for up to **«Renewal Qty»** additional **«Renewal frequency in Years»** year terms. Renewal shall not be automatic, and any and all extensions shall be by written agreement and signed by both parties in the same manner as the Agreement was executed.

5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the County's fiscal year, are subject to its approval and ratification by the County and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.
6. Purchasing Manual; General Terms and Conditions: The Albemarle County Purchasing Manual, version dated November 19, 2025, including all mandatory contract clauses required by the Virginia Public Procurement Act, and the Albemarle County General Terms and Conditions (<https://www.albemarle.org/government/finance-and-budget/procurement/general-terms-and-conditions>) in effect as of the date of this Agreement, are hereby incorporated by reference and made a part of this Contract as if fully set forth here. The Contractor agrees to comply with all such terms and conditions, which shall apply to this Contract as if fully set forth herein.

In the event of a conflict between this Agreement and the incorporated Purchasing Manual or General Terms and Conditions, the terms of this Agreement shall control.

7. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the County shall not be obligated to purchase or pay for any goods or services under this Agreement unless and until they are ordered and delivered pursuant to this Agreement, and that quantities may be increased or decreased as required.
8. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
9. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
10. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in **Section 12** herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in

which to cure the default. Upon failure of Contractor to cure the default, County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by County, and provisions herein with respect to opportunity to cure default shall not be applicable.

11. Termination without Cause: The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by County, at the time of termination. If County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to County any work completed or in process for which payment has been made.
12. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice. Alternatively, notice can be sent electronically to the parties and email addresses listed below. Electronic notice shall be deemed received upon transmission unless the sender receives a delivery failure message.

Notices for County shall be addressed as follows:

County
«DeptLoc_Description», «Project Manager»
401 McIntire Road, Room X
Charlottesville, VA 22902
«Project Manager Email»

With a copy to:
Office of Procurement
Attn: Purchasing Agent
401 McIntire Road, Suite 248
Charlottesville, VA 22902
contracts@albemarle.org

Notices for Contractor shall be addressed as follows:

«Vendor Contact Name»
«Vendor»
«Address1»; «Address2»
«City», «State» «Zip»
«Vendor Contact Email»

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

13. Nondiscrimination (applies to contracts of \$10,000 or greater): Pursuant to Virginia Code § 2.2-4201 and § 2.2-4311, during the performance of this Contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts over \$10,000;
- b. Contractor will, in all solicitations or advertisements placed by or on behalf of Contractor, state that Contractor is an equal opportunity employer;
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and
- d. Contractor shall include the provisions of the foregoing paragraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. Drug-Free Workplace (applies to contracts of \$10,000 or greater): Pursuant to Virginia Code § 2.2-4312, during the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will provide a drug-free workplace for Contractor's employees.
- b. Contractor will 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
- d. Contractor will include the provisions of the foregoing paragraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

15. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.

16. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's

liability and responsibility to safely and correctly perform its duties under this Agreement.

17. Waiver: No failure of County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
18. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
19. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
20. Cooperative Procurement: This Agreement was awarded in accordance with Virginia Code § 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Albemarle County Purchasing Manual and the County. The procurement was conducted on behalf of the County and other public bodies. Therefore, pursuant to Virginia Code § 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the County be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.
21. Payments to Subcontractors: Contractor shall pay all subcontractors in accordance with Virginia Code § 2.2-4354. The Contractor is wholly responsible for the entire amount owed to any subcontractor with which the Contractor contracts in the performance of this Agreement, regardless of whether the Contractor has received payment from the County. The Contractor is not liable for amounts that are not owed as a result of the subcontractor's breach of its agreement with the Contractor, in which case the Contractor must notify the subcontractor in writing of its intention to withhold payment, in full or in part, and the reason for doing so.

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- 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 the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection 21(b), above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

22. Insurance: Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:

- a. **Workers' Compensation Insurance** of not less than one million dollars (\$1,000,000). Coverage is compulsory for employers of three or more employees, to include the employer. A waiver of subrogation in favor of the County and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy.
- b. **Employer's Liability** - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
- c. **Comprehensive General Liability Insurance (Commercial General Liability)**, including contractual liability and products and completed operations liability coverages, in an amount not less than \$2,000,000 per occurrence/\$4,000,000 aggregate limit
- d. **Automobile Liability Insurance** including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000), combined single limits (CSL).
- e. **Umbrella Liability** Coverage minimum coverage of five million dollars (\$5,000,000) or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County, and its officers, employees, agents and volunteers is also required on the umbrella policy.
- f. **Professional (E&O) Liability Insurance**: \$1,000,000 per claim/\$3,000,000 aggregate limit
- g. **Cyber** - \$3,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and costs. The required coverage should include privacy/network security liability, breach response/notification expenses, regulatory defense and penalties where insurable, and PCI exposure where applicable.
- h. **Fidelity/Crime** - minimum \$1,000,000 limit, with the County included as a loss payee/client where appropriate.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the County, and shall carry the provision that

the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the County. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the County may be approved. Contractor shall furnish the County with certificate of insurance showing Contractor's compliance with the foregoing requirements. Contractor shall maintain any required insurance coverage for the duration of this Agreement and shall provide updated certificates upon renewal of any policy.

For all insurance except Workers' Compensation and Professional Liability, County and its officers, employees, agents and volunteers must be named as additional insureds and shall be so endorsed to the policy or policies.

In the event that the RFP, including any attachments, requires insurance policies, endorsements, or limits not expressly stated in this Agreement, the requirements of the RFP will control and are hereby incorporated by reference into this Agreement. Where any discrepancy exists, the higher limits or broader coverage requirements will apply.

23. Sensitive Data

a. Definitions:

1. Confidential Information means any information or records made available by or on behalf of the County to Contractor or collected by the Contractor in connection with this Agreement, including but not limited to,
 - i. business, financial, technical, operational, security, and personnel information,
 - ii. information or records protected by the attorney-client privilege or work-product doctrine,
 - iii. exempt public records under the Virginia Freedom of Information Act, and
 - iv. any information or records marked or reasonably understood to be confidential;
2. Personal Information has the meaning set forth in Va. Code § 18.2-186.6;
3. Personal Data has the meaning set forth in Va. Code § 59.1-575; and
4. Sensitive Information means, collectively, Confidential Information, Personal Information, and Personal Data, and any other data that is protected or regulated by applicable law.

- b. Use and Disclosure Restrictions: Contractor must use Sensitive Information solely to perform its obligations under this Agreement and not disclose it except as authorized by the terms of this Agreement.
- c. Security Safeguards: Contractor must implement appropriate administrative, technical, and physical safeguards consistent with industry standards and applicable law to protect Sensitive Information from unauthorized access or disclosure.
- d. Legal Compliance: Contractor must comply with all applicable federal and Virginia laws relating to privacy, security, and breach notification.
- e. Security Incident and Breach Notification: Contractor must notify the County of any security incident or data breach, as defined by federal law, Virginia law, and/or applicable industry standards, within twenty-four (24) hours of discovery and cooperate fully in investigation and remediation.

- f. Data Minimization; Retention; Return/Destruction: Contractor must collect and process only the minimum Sensitive Information necessary for performance and retain Sensitive Information only for the shortest period necessary, consistent with Va. Code § 2.2-3800 et. seq. Upon the earlier of completion of the Agreement or the County's written request, promptly return all Sensitive Information to the County or securely destroy it and all copies and certify destruction in writing within thirty (30) days. If retention is required by federal or Virginia law Contractor must continue to protect such information in accordance with this clause.
 - g. Subcontractors: Contractor must not permit subcontractor access to Sensitive Information without prior written approval from the County. Contractor must ensure that any subcontractors that create, receive, maintain, or transmit Sensitive Information agree to restrictions and conditions that are no less protective than those that apply through this Agreement.
 - h. Audit; Verification: The County may request information and records sufficient to verify Contractor's compliance with this clause. Contractor must comply with such request within thirty (30) days, unless a different response deadline is approved by the County in writing.
 - i. Remedies; Equitable Relief: Unauthorized disclosure of Sensitive Information may cause irreparable harm, entitling the County to injunctive relief. This clause does not limit any other remedies available to the County at law for the unauthorized disclosure of Sensitive Information.
 - j. Survival: These obligations survive termination of the Agreement.
 - k. Order of Precedence: If this clause conflicts with any other confidentiality provision, this clause controls regarding Sensitive Information.
24. ADA and Accessibility Compliance: Contractor must comply with Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131 – 12134, and the implementing regulations at 28 C.F.R. Part 35, which require state and local governments, and contractors acting on their behalf, to ensure equal access to all programs, services, and activities, including digital services, websites, mobile applications, and electronic content. Contractor agrees as follows:
- a. Technical Standard: Contractor represents and warrants that all digital deliverables provided under this Agreement will conform to WCAG 2.1 Level AA, the federal accessibility benchmark required under the DOJ's 2024 Title II Final Rule and subsequent compliance deadlines. This specifically includes websites, web content, mobile applications, software interfaces, electronic documents, multimedia content, and any other information and communications technology.
 - b. Accessibility Documentation: Contractor must provide, at no additional cost to the County/School Board, a current Accessibility Conformance Report (ACR) or VPAT document that accurately reflects the accessibility status of any covered digital deliverable, consistent with Virginia ITAA requirements for ICT procurement. If Contractor cannot certify full conformance, Contractor must submit a vendor-paid ACR and detailed Vendor Accessibility Roadmap identifying non-conforming items and providing timelines for remediation.
 - c. Remediation: If any portion of Contractor's deliverables fail to meet the Accessibility Requirements, Contractor must, at its sole cost and within thirty (30) days of written notice, remediate all non-conformities to achieve WCAG 2.1 AA compliance. Failure to remediate within the specified time is a material breach of this Agreement. The parties may agree to a longer or shorter remediation period provided that such agreement is in writing.
 - d. Effective Communication and Program Access: Contractor must ensure that all information, services, and content provided under this Agreement are accessible to individuals with disabilities and compatible with assistive technologies (e.g., screen readers, keyboard navigation,

captions, alternative text), in accordance with ADA Title II requirements for effective communication and program access.

e. Survival: Contractor’s obligations under this clause will survive termination of this Agreement.

24. **School Contractor Certification:** Pursuant to Virginia Code Section 22.1-296.1, Contractor agrees and certifies by their signature below that any and all persons who will provide services for or on behalf of the Contractor on public school property have not been convicted of a felony; any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or any offense for which registration is required as defined in Virginia Code Section 9.1-902. Contractor hereby agrees that this Certification shall be binding throughout the contract term and that it will provide immediate notice to the County of Albemarle and the Albemarle County Public Schools of any event that renders this certification untrue.

Contractor hereby acknowledges that any person making a materially false statement regarding any such offense shall be guilty of a class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of this Agreement and, when relevant, the revocation of any license required to provide such services.

By signing below, Contractor acknowledges receipt of and agrees to be bound by the Albemarle County Purchasing Manual version dated November 19, 2025, which is incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CONTRACTOR'S ACCEPTANCE

«Vendor»

COUNTY'S ACCEPTANCE

County of Albemarle, Virginia

SIGNATURE	SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE

ATTACHMENT T

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of January ____, 2026 by and between the **COUNTY OF ALBEMARLE, VIRGINIA** (“Covered Entity”), a political subdivision of the Commonwealth of Virginia, and **XXXXXX** (“Business Associate”, in accordance with the meaning given to those terms at 45 CFR §164.501). In this Agreement, the Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties.”

BACKGROUND

Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by U.S. Department for Health and Human Services (the “HHS”) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (“PHI”, as defined below).

The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Services Contract”). In providing services pursuant to the Services Contract, Business Associate will have access to PHI. By providing the services pursuant to the Services Contract, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA.

The Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”). The Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the terms of the Agreement, HIPAA, and other applicable laws.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Services Contract in reliance on the Agreement, the Parties agree as follows:

1. Definitions.

Catch-all definitions:

The following terms used in the Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Breach Notification, Data Aggregation, Designated Record Set, De-Identified Information, Disclosure (Disclose), Electronic Protected Health Information, Electronic Transactions Rule, Enforcement Rule, Genetic Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Required By Law, Sale, Secretary, Security Incident, Security Rule, Subcontractor, Transaction, and Use.

Specific definitions:

- a. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Elevate Consult, LLC.
- b. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the County of Albemarle, Virginia.
- c. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

- d. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act.
- e. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. Obligations and Activities of Business Associate.

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by the Agreement, Services Contract, or as Required by Law;
- b. Maintain a **HIPAA** compliance program that includes specific policies and procedures, workforce training, and documentation requirements and permit Covered Entity, upon reasonable advanced notice, to review or audit such compliance program and all documentation relating to the services contemplated by the Services Contract;
- c. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement and the Services Contract;
- d. Immediately report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this Agreement and the Services Contract of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware;
- e. **Not engage any subcontractor to create, receive, maintain, or transmit PHI on behalf of the Business Associate without first obtaining the Covered Entity’s express written authorization for such subcontracting arrangement.** Additionally, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that prior to any Subcontractors creating, receiving, maintaining, or transmitting Protected Health Information on behalf of the Business Associate, Subcontractors agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- f. Make available Protected Health Information in a Designated Record Set to **[Covered Entity AND/OR an individual or individual’s designee]** as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.524, including furnishing upon Covered Entity’s request or direction an electronic copy of Protected Health Information that is maintained in a Designated Record Set;
- g. Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.526;
- h. Maintain and make available the information required to provide an accounting of Disclosures to **[Covered Entity AND/OR an individual]** as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.528.
- i. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 C.F.R. Part 164 (“Privacy of Individually Identifiable

Health Information”), comply with the requirements of such Subpart E that apply to the Covered Entity in the performance of such obligation(s);

- j. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules;
- k. Not participate in any Sale of PHI;
- l. Not Use or Disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules;
- m. Comply with the Electronic Transaction Rule and any applicable corresponding requirements adopted by HHS with respect to any Electronic Transactions conducted by Business Associate on behalf of Covered Entity in connection with the services provided under this Agreement and the Services Contract,

3. Representations of Business Associate.

Business Associate agrees that it is directly liable under the HIPAA Rules and the HITECH Act and is subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of PHI that are not authorized by this Agreement, the Services Contract, or Required by Law. Business Associate also acknowledges that it is liable and subject to civil penalties for failing to safeguard Electronic PHI in accordance with the HIPAA Security Rule.

- (a) Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by this Agreement and the Services Contract, and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this Agreement and the Services Contract, to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this Agreement or the Services Contract.
- (b) Mitigation of Disclosures of PHI. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement and the Services Contract.
- (c) Audit Report. Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate’s audit report.

4. Permitted Uses and Disclosures by Business Associate.

Business Associate shall not Use or Disclose PHI relating to Covered Entity, except as expressly permitted under and consistent with this Section 4.

- a. Business Associate may Use or Disclose PHI for the following permissible purposes:
 - i. [list of permissible purposes]
 - ii. [list of permissible purposes]
 - iii. [list of permissible purposes]
- b. Business Associate will not use or disclose PHI in a manner other than as provided in this Agreement, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited

to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, **except for the specific Uses and Disclosures set forth in the following provisions of this Section 5.**

e. **Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.**

f. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

g. **Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.**

h. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

i. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under this Agreement and the Services Contract, including any and all forms thereof.

5. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of PHI.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect business associate's use or disclosure of PHI.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of PHI that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of PHI.

6. Notification of Breach.

If Business Associate discovers a Breach of PHI, the Business Associate shall, following the discovery of the Breach of Unsecured PHI, notify the Covered Entity of such breach in accordance with this Section 6.

- a. A Breach is treated as discovered by Business Associate on the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate.

- b. Business Associate shall provide the notification required under this Section 6 upon discovery of the Breach.
- c. The notification shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach.
- d. Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c) at the time of the notification by Business Associate, and any information that is not then available promptly after such information becomes available. Information to be provided includes, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and
 - iii. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches.

7. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date, the term of this Agreement shall coincide with the Service Contract, including any renewals, and shall be terminable in accordance with the termination provisions authorized in paragraph (b) and (c) of this Section.
- (b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity if Covered Entity reasonably determines in good faith that Business Associate has violated a material term of the Agreement.
- (c) Termination Without Cause. Business Associate authorizes termination of this Agreement by Covered Entity without showing cause by the delivery of a written notice by Covered Entity to the Business Associate. Such termination is effective ten (10) business days from the date that the party receives such notice.
- (d) Obligations of Business Associate Upon Termination. Except as set forth in Section 7(e), upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity (or, if agreed to by Covered Entity, destroy) all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.
- (e) Transmission of PHI. If so directed by Covered Entity, Business Associate will transmit any PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, to another Business Associate of Covered Entity at termination.
- (f) Business Associate Responsibility for Subcontractors. Business Associate shall be responsible for compliance with the obligations regarding Covered Entity's PHI described in this Section 9 with respect to any applicable PHI created, received, or maintained by Subcontractors retained by Business Associate.
- (g) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

8. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any amendment to this Agreement must be in writing and signed by both parties.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, except to the extent preempted by federal law.
- (e) Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. If the dispute has not been resolved by negotiation within thirty (30) days of the disputing party's notice, either party may initiate litigation.
- (f) Counterparts. This Agreement may be executed in any number of counterparts, and may be signed digitally or with a digital representation of a wet signature (scanned), and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one agreement.
- (g) Severability. The provisions of this Agreement shall be severable, and the invalidity of any provision shall not affect the validity of other provisions.
- (h) Liability. NOTWITHSTANDING ANY PROVISION IN THE SERVICE CONTRACT TO THE CONTRARY, IN NO EVENT WILL COVERED ENTITY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF DATA, OR CIVIL OR CRIMINAL PENALTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO ANY CLAIM, INCLUDING WITHOUT LIMITATION CLAIMS BASED IN STATUTE, COMMON LAW, CONTRACT, WARRANTY, FIDUCIARY DUTY, NEGLIGENCE OR OTHER TORT, OR STRICT LIABILITY. THIS LIMITATION OF LIABILITY SHALL SURVIVE AND APPLY AFTER TERMINATION OF THIS AGREEMENT AND THE SERVICE CONTRACT.
- (i) Entire Agreement. This Agreement contains the entire agreement between the Parties. This Agreement supersedes all prior agreements, understandings or writings, whether oral or written with regard to this subject matter.
- (j) Notice. Any notice required under this Agreement shall be in writing and shall be given by (i) delivery in person, (ii) by a nationally recognized next day courier service, or (iii) by first class, registered or certified mail, postage prepaid. The Parties agree to also email with notices, though the email does not constitute contractual notice, only methods (i)-(iii) above does so.

If to Covered Entity, notice may be sent to:

Address:

Attn:

Email:

If to Business Associate, notice may be sent to:

Address:

Attn:

Email:

9. HITECH Act Compliance.

The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this Agreement as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this Agreement upon 30 days' prior written notice to the other Party.

10. Headings.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Time of the Essence.

Time is of the essence with respect to each and every obligation of this Agreement, including but not limited to the performance of duties, provision of notices, and any required submissions or responses. Any failure to perform an obligation within the time specified constitutes a material breach of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the Effective Date.

"COVERED ENTITY"

COVERED ENTITY NAME

Signature

By: _____

[NAME, TITLE]

"BUSINESS ASSOCIATE"

BUSINESS ASSOCIATE NAME

Signature

By: _____

[NAME, TITLE]