

COUNTY of ROCKINGHAM



REQUEST FOR PROPOSAL #19- 0408-01

Group Prescription Drug and Reinsurance Coverage

ISSUE DATE: April 8, 2019

Sealed Bids Due on or before: April 29, 2019

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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General Information

Issue Date: April 8, 2019

Project: Group Prescription Drug Program (Carve-out) and Reinsurance for Rockingham County and Rockingham County Public Schools

Issuing Entity:

Mail to: County of Rockingham
Finance Department
Attention: Justin Moyers
20 East Gay Street
Harrisonburg, VA 22802

Hand Deliver to: County of Rockingham
Finance Department
Attention: Justin Moyers
20 East Gay Street
Harrisonburg, VA 22802

The County will receive sealed proposals until 2:00 PM, April 29, 2019, for furnishing Health Insurance coverage to employees and dependents of Rockingham County and Rockingham County Public Schools. Inquiries for information in writing should be directed to Linda Harvey, USI Insurance Services, 4840 Cox Rd. Suite 150, Glen Allen, VA 23060; linda.harvey@usi.com.

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms (Offerors) to establish an agreement(s) through competitive negotiations associated with providing a Group Prescription Drug Program and reinsurance to the employees and eligible pre-65 retirees and their dependents of the County of Rockingham government and other related agencies such as; the Rockingham County Public Schools, Massanutten Technical Center, and the Harrisonburg Rockingham Social Services District (hereinafter referred to collectively as “the County”). These entities purchase collectively and are underwritten collectively. Currently, the County purchases medical, pharmacy and reinsurance coverage on an integrated basis all through Anthem BCBS. The intent of this proposal is to solicit stand alone, competitive bids for the pharmacy coverage and reinsurance coverage to determine the most efficient and cost-effective manner to provide these benefits to employees. **The County has issued a separate RFP for contracting for the integrated approach, bidding on the medical administration, pharmacy administration and reinsurance collectively. This RFP is for offerors interested in providing just prescription drug coverage or reinsurance coverage. The offeror can bid on just the prescription drug or the reinsurance of this RFP.**

A Request for Proposal (RFP) is being utilized in lieu of an Invitation to Bid (ITB) as deemed in the best interest of the County due to the nature of the agreement.

The County’s objective is to provide employees with a quality, affordable health insurance program responsive to the needs of the employee, dependent(s) and pre-65 retirees. As you will see, this will be accomplished by a single health insurance benefit program for all entities.

2.0 BACKGROUND

Employer:	Rockingham County and Rockingham County Public Schools
Enrollment:	Active employees and their dependents, eligible retirees (Pre-65) and their dependents, and COBRA qualified beneficiaries. County - 610 full time Schools - 1,960 full time COBRA - 31 enrolled

Requested	Group Prescription Drug & Reinsurance
Current Carrier:	Carved in approach with Anthem BlueCross BlueShield
Current Plans:	Two PPO options (see Benefit summaries in Attachment F - Current Plan Design), note one is a PPO option and one is a qualified HDHP with HSA.
Proposal Effective Plan Year:	October 1, 2019 October 1, 2019 – September 30, 2020
Funding Arrangement:	Self-insured with \$150,000 specific and 115% aggregate reinsurance
Census:	Attachment K
Commissions:	All quotes should be net of commissions

The Medical plan options are not grandfathered for purposes of Patient Protection and Affordable Care Act (PPACA).

3.0 SCOPE OF SERVICES

The primary objectives of the County's Prescription Drug program are to:

- A. Provide eligible members with a high quality, affordable prescription drug program with specific emphasis on managing the cost of pharmacy expense;
- B. Ensure costs are managed effectively by accessing superior data management capabilities, understanding the cost drivers within the program, and taking advantage of enhanced cost and utilization management opportunities available in the marketplace while maintaining or enhancing quality;
- C. Provide eligible members with a program that gives them appropriate access to an adequate selection of in-network pharmacies;

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- D. Work with an organization that will provide timely, responsive customer service to enrollees and staff responsible for plan administration;
- E. Minimize disruption for current members;
- F. Responsibly manage taxpayer dollars.

The Offeror shall provide system personnel and services necessary for efficient administration of the prescription drug program(s). This shall include but is not limited to:

1. Provide and/or make available necessary, appropriate and high-quality prescription drug benefits to each member. Specific plan design and funding requests are outlined.
2. Provide high quality, efficient program administration and services, including but not limited to:
 - a) Maintaining accurate central claims and membership files (including Social Security numbers or other identifying numbers, dates of coverage, etc.) for each covered member.
 - b) Maintaining accurate payment records.
 - c) Having the capability of: wire transfer of funds, paying providers directly, providing state-of-the-art data tracking and claims payment services.
 - d) Maintaining separate accounts or subgroups as required by the County.
 - e) Furnishing monthly account summaries by benefit plan including enrollment; amount of claims paid by month for prescription drugs; detailed list of expenses charged; and pharmacy discounts earned.
 - f) Distributing ID cards **directly** to members throughout the contract period when requested by the member.
 - g) Providing identification cards **directly** to all covered members prior to the effective date of the program (10/1/19). During the contract year, providing identification cards within 7 business days of receipt of request.
3. Provide performance guarantees that include financial penalties for non-performance. (See Attachment J of this RFP).
4. Compliance with all necessary HIPAA requirements.
5. Provide a file feed to the medical administrator so that the combined out-of-pocket maximum required by the High Deductible Health Plan can be administered.

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6. Commit to support the County in their wellness program initiatives and with any future enhancements to their wellness program.
7. Provide responsive and effective customer service for members related to eligibility and claims issues. The County requests that the Offeror's customer service representatives respond to questions and resolve issues/problems directly with members whenever possible rather than referring the members back to the County.
8. Meet with the County within fifteen (15) days after the contract award date to review the Offeror's prescription drug program, to present the proposed communication material, and to jointly establish a preliminary implementation plan, open enrollment program, and schedule.
9. Provide a current benefits coverage booklet for inclusion with the Wrap Plan Document prior to the beginning of the plan year. This booklet will describe the plan benefits and exclusions in the same detail as an Evidence of Coverage booklet.
10. Provide cumulative year-to-date utilization and savings reports specific to the benefits paid and services rendered to covered members separately and collectively for all plans, accounts and sub-groups maintained on behalf of the County.
11. Provide detailed data required by the County's consultant to support annual clinical strategies reports. The data required is a detailed extraction of claims and eligibility information.
12. Provide internet access to claims and to the claim reporting system to the County benefits personnel and to the County's consultant.
13. Designate a point of contact responsible for resolving problems, answering claims questions and administrative or billing issues, and expediting services related to overall performance of the contract. Designate someone at the director level or above to be accountable.
14. Provide an organizational chart and list of contacts (with phone numbers, department and titles) in relevant functional areas. Provide updates as changes occur.
15. Designate a transition of care manager or coordinator to work with the County and their members regarding prescription drug transition of care issues (if applicable).
16. Maintain a local or toll-free customer service number for covered members.

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17. Provide a systematic procedure for appeal of claims. The Offeror will process all standard appeals.

The Offeror shall provide system personnel and services necessary for efficient administration of the reinsurance program(s). This shall include but is not limited to:

1. Provide and/or make available necessary, appropriate, and high quality specific stop loss reinsurance and aggregate reinsurance protection for the group health and prescription drug program.
2. Receive monthly reports from the medical and prescription drug administrator(s) and monitor claims to identify claimants who exceed the specific deductible. Provide reimbursement for all claims which trigger within 2 weeks of receiving required information.
3. Provide the County with the reinsurance contract by the effective date of the contract (October 1, 2019).
4. Maintain complete and total compliance with the HIPAA legislation as it pertains to Private Health Information.
5. Agree to work in partnership with the administrator(s) of the medical and prescription drug benefits in order to provide notification of large claimants and timely reimbursement of claims above the specific stop loss limit.
6. Each year 90 days prior to the annual contract effective date, provide the County and their consultant, a renewal of the reinsurance contract. Outline all caveats and restrictions to the fees proposed.
7. Provide a single point of contact responsible for quality control, resolving problems, and expediting services related to the overall performance of the contract.

The Offeror shall provide a no loss/no gain provision to all participants as of the agreement date. Actively at work requirements is to be waived as well as pre-existing condition waiting periods for all covered employees and dependents.

The Offeror shall maintain claims fiduciary responsibility for the plan for all program(s) administered.

The Offeror must agree that at termination of the agreement all required data and records necessary to administer the healthcare program shall be transferred to the new Offeror within a thirty (30) calendar day notice of termination.

4.0 PRESCRIPTION DRUG AND REINSURANCE SPECIFICATIONS

4.1 BENEFITS

Offeror must provide price quotations for the following plan designs.

A. Current PPO Plans - Active Employees, Eligible Retirees, and COBRA Beneficiaries

This program is currently self-insured with administration by Anthem Blue Cross Blue Shield and includes the following plan options from which members may choose:

- **KeyCare 20** – Retail \$10/\$40/\$60/20% up to \$200; Mail order or 90 Day Retail-\$20/\$80/\$120/20% up to \$400
- **High Deductible Health Plan with HSA** - \$3,000/\$6,000 individual/family deductible; no coinsurance after the deductible.

Detailed information is included in Attachment F.

4.2 INSURER

This contract has been in place since October 1, 2015 with Anthem BCBS.

4.3 FUNDING

Currently the reinsurance is provided by Anthem. \$150,000 SSL and 115% Aggregate Stop Loss.

Please quote these options above as well as a \$200,000 specific stop loss limit and a 125% ASL.

4.4 ELIGIBILITY

County – offers health insurance to all full-time employees, part-time employee hired prior to January 1, 2014 working at least 20 hours per week in specified positions and retirees to age 65 or Medicare eligible.

School Division - offers health insurance to all full-time employees and part-time employees who are at least .5 FTE and retirees to age 65 or Medicare eligible.

4.5 WAITING PERIOD

First of the month following the date of employment

4.6 CURRENT EMPLOYER CONTRIBUTION

COUNTY AND SCHOOLS:

90% PPO & 93 % HDHP for Employee Only

74% PPO & 84 % HDHP for all other tiers

4.7 PARTICIPATION

Total Eligible Schools Employees: approximately 1,960

Total Participating Schools Employees: approximately 1,648

Total Eligible County Employees: approximately 610

Total Participating County Employees: approximately 568

4.8 PRICE QUOTATION

Proposed price quotations (Attachment B) for the Group Prescription Drug and Reinsurance Program should be provided in Tab II of your proposal and should be based upon the claim experience and employee census data provided with the RFP in Attachments G and K. **All pricing must be submitted net of broker commissions.** Pricing should be based on the current funding arrangement and plan design. If current plan cannot be duplicated you may provide a comparable plan of your design. All deviations must be identified in Attachment C. Recommended plan designs are permitted. A price quotation should be provided for the County and Schools in total. Upon award, claims, billing, and utilization reporting is to be provided in total and broken out by the County and Schools, separately.

The specific stop loss limit to be quoted is \$150,000. The aggregate stop loss threshold is 115%. Please also provide pricing for a \$200,000 Specific Stop Loss and a 125% Aggregate.

Format of Exhibits

Tab II of your proposal should contain the Pricing Schedule Exhibits. Each Offeror is required to complete the Pricing Schedule Exhibits as defined below. A complete pricing includes each of the following exhibits (Attachment B).

- Fee Exhibit (Exhibit B(1))
- Prescription Drug Reimbursement Exhibit (Exhibit B(2))
- Deviations and Financial Guarantees (Exhibit (B3))

Fee Guarantees

All fees/rates must be guaranteed for a twelve (12) month period. Multi-year guarantees are requested and will be an important consideration in the evaluation process. All guarantees should be explained in your pricing on the Underwriting Assumptions and Deviations Exhibit (Exhibit B (3)).

Fee Exhibit (Exhibit B (1))

Offeror shall show administrative fee plus ALL other fees that may be charged. In the space provided, clearly explain how and when each fee may be incurred.

Prescription Drug Reimbursement Exhibit (Exhibit B (2))

Offeror shall outline pricing for brand, generic and specialty medications at each place of service. Outline expected rebates. Guaranteed rebate amounts should be also be detailed in Exhibit B3)

Underwriting Assumptions and Deviations Exhibit (Exhibit B (3))

The Deviations and Financial Guarantees Exhibit shall be submitted to document any assumptions, special criteria or requirements, or variances from the requested plans. Outline all financial guarantees offered in the proposal.

5.0 PROPOSAL PREPARATION & SUBMISSION

To be considered for selection, Offerors must submit a complete response to this RFP, including responses to all pertinent questions in the Questionnaire document. One (1) original, one (1) electronic copy and Five (5) copies of each proposal must be submitted.

Additionally, submit one electronic copy of the entire proposal via email directly to: USI Insurance Services as indicated below. Electronic copies of your proposal must match the hard copies submitted to Rockingham County and Rockingham County Schools and cannot be provided to USI prior to the date and time that the hard copy proposals are submitted to the County.

Linda Harvey
USI Insurance
Linda.Harvey@usi.com

Pre-Proposal Conference: A Pre-Proposal Conference is **NOT** scheduled for this solicitation. Therefore, questions can be submitted in writing to Linda Harvey at the email provided above by April 12, 2019. Responses will be released by April 16, 2019. This solicitation is posted on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov).

5.1 SPECIFIC PROPOSAL REQUIREMENTS

- A. Proposals should be as thorough and detailed as possible so that the County and County Schools may properly evaluate your capabilities to provide the required

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services. Offerors are required to submit the following items as a complete proposal:

1. The return of this complete RFP signed and filled out as required.
2. Complete Data Sheet (Note: This should be included as an attachment to the RFP.)
3. A written narrative statement to include:
 - (1) Experience in providing the services described herein.
 - (2) Names, qualifications and experience of personnel to be assigned to the project.
 - (3) Resumes of staff to be assigned to the project.
 - (4) All Offerors shall include a list of three (3) references who could attest to the Offeror's experience and services on similar projects. Include names, contact persons, and phone numbers, email addresses, and other information required for all references on the sheet provided (Attachment D - Reference Form). References may or may not be reviewed or contacted at the discretion of the County/Schools. Typically, only references of the top ranked, short listed Offeror or Offerors are contacted. The County/Schools reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.
4. Response to the questionnaire included in the Attachment A.

B. Format

1. Each copy of the proposal must be organized in the sequence and format described and outlined below using TABS as indicated:

Tab I	<ul style="list-style-type: none"> - Offeror Data/Signature Sheet - Executive Summary - Table of Contents - Proprietary Information (Attachment E) - The completed Performance Guarantees Exhibit (Attachment J)
Tab II	<ul style="list-style-type: none"> - Description of plan designs priced, including a list of plan limitations and exclusions - Listing of all deviations from requested plans (Attachment C) - Completed Pricing Schedule Exhibits (Attachment B) - Any additional pricing information - References (Attachment D)
Tab III	Completed Questionnaire (Attachment A) ELECTRONIC COPY SHOULD BE IN WORD.
Tab IV	- Completed checklists of top utilized prescription drugs (Attachments I). ELECTRONIC COPY SHOULD BE IN EXCEL.
Tab V	Sample Implementation Schedule Sample Communication Material & ID cards
Tab VI	Sample utilization/claims reports Listing of network pharmacies in the County and Schools' service area
Tab VII	Sample Contract, HIPAA Privacy Statement and Business Associate Agreement

6.0 EVALUATION CRITERIA

Proposals received will be evaluated and ranked in order of the bidders most likely meeting the needs of the County, satisfy the RFP requirements and become a long-term partner with the County in the delivery of insurance benefit products for public employers, employees and COBRA participants. Evaluation of the proposals will also include, but not be limited to the following criteria:

- A. Quality of Administration and Services - 20
- B. Quality of the Provider Network - 20
- C. Net Cost and Guarantees - 20
- D. Offeror's Credentials (Experience, Financial Stability and Client References) -10
- E. Quality of Proposal and Overall Responsiveness of Offeror -10
- F. Quality of benefit program and value-added services - 20

Each evaluation criterion has been assigned a maximum number of points that demonstrates its relative importance. The total score will be determined as follows: (a) The Evaluation Team will assign a numerical score for each section based on the qualifications of the proposal. No proposal can earn more than the maximum number of points in any Section. (b) The scores for each Section will be added together. This score will be the total score for the proposal. The highest score of all the proposals will be awarded the contract.

7.0 AWARD CRITERIA AND CONTRACT TERM

The County will engage in individual discussions with offerors which the County deems most qualified and capable as indicated by scoring of the Evaluation Criteria. Repetitive informal interviews shall be permissible. Offerors may be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project. The County may discuss non-binding estimates of cost for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

The Board of Supervisors reserves the right to reject any and all proposals, and to accept proposals that are in the best interests of the County.

The period of coverage will be for one (1) year (October 1, 2019 through September 30, 2020) with the option to renew for up to four (4) additional one-year periods (five years maximum), upon the same terms and conditions, except for mutually agreeable price adjustments.

TIMELINE FOR AWARD

April 8, 2019	Release Data to Insurance Carriers
April 12, 2019	Written questions due to USI
April 16, 2019	Responses to Questions Released
April 29, 2019	RFP due to County of Rockingham
May 28-31, 2019	Finalist Negotiations
June 2019	Finalize plan
July 2019	Board of Supervisors/School Board Approve / Make an award
August 1, 2019	Open Enrollment begins
August 1-31, 2019	Employee Meetings
TBD	Enrollment Information to Carriers
TBD	ID Cards to be issued and Mailed
October 1, 2019	Program Begins

8.0 REPORTING AND DELIVERY INSTRUCTIONS

Initial proposals shall be submitted in a sealed envelope, clearly marked "RFP #19-0408-01 Prescription and Reinsurance" no later than 2:00p.m., local time, April 29, 2019 to:

County of Rockingham
Finance Department
Attention: Justin Moyers
20 East Gay Street
Harrisonburg, VA 22802

Questions should be sent to the email address of Linda Harvey at USI Insurance, Linda.Harvey@usi.com. It is the responsibility of the offeror to ensure that their proposal reaches the appropriate office prior to the date and time of closing.

9.0 GENERAL TERMS AND CONDITIONS

9.1 APPLICABLE LAWS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9.2 ANTI-DISCRIMINATION

By submitting their 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 Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, Religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be Subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - 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 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9.3 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee

having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

9.4 HIPAA COMPLIANCE

All bidder systems and services must be in compliance with the HIPAA EDI, Privacy and Security Regulations. Confirm compliance with the HIPAA requirements in the cover letter to the proposal signed by the Bidder's Representative.

9.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

9.6 ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rockingham 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 Rockingham County, relating to the particular goods or services purchased or acquired by Rockingham under said contract.

9.7 CLARIFICATION OF TERMS

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

9.8 PAYMENT

9.8.1 TO PRIME CONTRACTOR

1. 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 state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. 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 public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

9.9 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 proposal) 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.

9.10 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.

9.11 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. 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.
2. 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:
 - a. By mutual agreement between the parties in writing; or
 - b. 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.

9.12 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.

9.13 TAXES

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by Rockingham County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal. The County's excise tax exemption registration number is 54-6001528.

9.14 INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. 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.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Rockingham County must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

9.15 DRUG FREE WORKPLACE

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

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

9.16 NONDISCRIMINATION 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 state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

9.17 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 Rockingham County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9.18 NON-APPROPRIATION

Funding for any Agreement between the County and a Selected Firm (s) is dependent at all times upon the appropriation of funds by the County Board of Supervisors. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the County effective the last day for which appropriated funding is available.

9.19 COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES

It is the intent of this RFP and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations may access the Agreement if authorized by the Selected Firm(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Selected Firm(s), the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with the Selected Firm(s) and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the County. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and the Selected Firm(s) may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Selected Firm(s). It is understood and agreed that the County is not responsible for the acts or omissions of any entity and will not be considered in default of the Agreement no matter the circumstances.

Use of the Agreement does not preclude any participating entity from using other agreements or competitive processes as needed.

9.20 CONTRACT DOCUMENTS

1. The contract entered into by the parties shall consist of the Request for Proposal, the proposal submitted by the vendor; General Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
2. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

3. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

9.21 LAWS AND REGULATIONS

1. The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth of Virginia, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
4. All proposals submitted shall have included in their price the cost of any business and professional licenses, permits, or fees required by Rockingham County or the Commonwealth of Virginia.

9.22 PREPARATION AND SUBMISSION OF PROPOSALS

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other

designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

9.23 WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

9.24 RECEIPT AND OPENING OF PROPOSALS

1. It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
2. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

9.25 PROPRIETARY INFORMATION

Section 2.2-4342-F of the Code of Virginia states: Trade secrets or proprietary information submitted by a bidder, Bidder, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

9.26 BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

9.27 TERMINATION BY OWNER FOR CONVENIENCE

Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter

provided. Upon such termination, the contractor shall take such steps as owner may require assignment to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this contract,
2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing owner shall have no further obligations to the contractor of any nature.
4. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds

9.28 TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT

1. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
2. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

10.0 SPECIAL TERMS AND CONDITIONS

10.1 AWARD OF CONTRACT

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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 agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal as not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

10.2 WORKSITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

11.0 SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

RFP # 19-0408-01

Names and Address of Firm:

Date: _____

By: _____

Title: _____

FEI/FIN NO. _____

Telephone No. (____)_____

Fax No. (____)_____

Attachments

ATTACHMENT A:	QUESTIONNAIRE	Separate Word File
ATTACHMENT B:	PRICING EXHIBITS	Separate Excel File
ATTACHMENT C:	DEVIATIONS	Separate Excel File
ATTACHMENT D:	REFERENCES.....	Separate Word File
ATTACHMENT E:	PROPRIETARY INFORMATION	Separate Word File
ATTACHMENT F:	CURRENT BENEFIT SUMMARIES	Separate PDF File
ATTACHMENT G:	CLAIMS EXPERIENCE	Separate Excel File
ATTACHMENT H:	PRESCRIPTION DRUG DETAIL INFORMATION	Separate Excel File
ATTACHMENT I:	PRESCRIPTION DRUG CHECKLISTS	Separate Excel File
ATTACHMENT J:	PERFORMANCE GUARANTEES	Separate Excel File
ATTACHMENT K:	CENSUS	Separate Excel File

Request for all Attachments should be directed in writing to Linda.Harvey@usi.com.