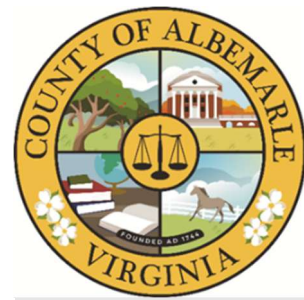


REQUEST FOR PROPOSAL (RFP)



Issue Date: June 3, 2025

RFP# 2026-RFP-3080810

Title: Benefits Consulting Services

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 1:00 p.m. ET. on August 8, 2025, for furnishing the goods/services described herein. Proposals received after the announced time and date for receipt will remain unopened. **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#:	2026-RFP-3080810
TITLE:	Benefits Consulting Services
PROPOSAL DUE:	August 8, 2025, 1:00 PM ET

All Inquiries for Information Should Submitted in Writing and Be Directed To: Vidhi Danak at vdanak@albemarle.org.

Proposals should be submitted electronically by the stated due date and time, through the [Albemarle County Procurement Intake Form](https://www.albemarle.org/government/finance/procurement/solicitations) on the Albemarle County Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>.

Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled Vendor/Contractor Bids or Proposals Only. Proposals may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above.

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: _____

Date: _____
By: _____
(Signature In Ink)

Telephone Number: () _____

Name: _____

Fax Number: () _____

(Please Print)

E-mail Address: _____

Title: _____

Virginia Contractor License No. _____

I have the authority to bind the corporation.

Class: _____ Specialty Codes: _____

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: YES; NO

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

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 AND INTENT:

- a. The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations to provide the County of Albemarle Virginia, School Board of Albemarle County, Virginia, Albemarle County Service Authority, Emergency Communications Center, Charlottesville Albemarle Convention Visitors Bureau, Blue Ridge Juvenile Detention Center (hereinafter referred to as “County”) benefits consulting services. The consultant will assist County staff in the strategic planning, selection, and monitoring of benefit programs that are currently offered, or may be offered in the future, to County employees and retirees. The County is interested in a firm with a demonstrated record of taking a creative, innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility.
- b. OFFERED EMPLOYEE BENEFITS EFFECTIVE JANUARY 1, 2025:

		<u>Renewal Date</u>	<u>Final Expiration</u>
Benefits Selector Tool	Flimp, Inc.	Annual	October 2025
COBRA & Retiree Billing	Flexible Benefits Administrators	December 2026	December 2028
Dental Insurance	Anthem	December 2025	December 2027
Medical Insurance - PPO and High Deductible Plan (HDHP)	Anthem	December 2025	December 2027
Optional Vision	Anthem	December 2025	December 2027
Voluntary Long-Term Disability	The Hartford	February 2012	N/A
Employee Health Clinic and Wellness Program	CareATC	June 2026	June 2034
EAP Services	ComPsych	June 2025- Co-operative	June 2025
Medical Insurance Dependent Eligibility Verification	Accretive Insurance Services DBA PDA Advisors	April 2025	April 2031
Flexible Spending Account	Flexible Benefits Administrators	December 2026	December 2028
Health Savings Account (HSA)	Health Equity	June 2025- Co-operative	June 2028
Stop Loss Insurance	Sun Life	December 2025	December 2027
403b Deferred Compensation Plans (Schools only)	Lincoln National 403b	Renew January 2028	January 2033
457b Deferred Compensation Plan	Voya/VRS	N/A	N/A
457b Deferred Compensation Plan	Nationwide	N/A	N/A
Retirement and Disability Plans	Virginia Retirement System (VRS)	N/A	N/A
Group (Employer-Paid) Life Insurance	VRS-eligible (FT) covered by VRS/Securian Non-VRS eligibles covered by OCHS/Securian	N/A January 2023	N/A

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Optional Life Insurance Full Time	VRS/Securian	N/A	N/A
Optional Life Insurance Part-Time	OCHS/Securian	January 2023	
Part-Time Employee Pension Plan	Platform: Lincoln TPA: FuturePlan (formerly Acensus)		
VRS Hybrid Employees Short Term & Long-Term Disability	The Standard	N/A	N/A
Various Leave Benefits, including annual, sick, holidays			
Voluntary Early Retirement Incentive Program (VERIP)	Flexible Benefits Administrators for Retiree Benefits; County for Cash Stipend	December 2026	December 2028

c. BENEFIT ELIGIBLE EMPLOYEES (APPROXIMATE):

<u>Designation</u>	<u>Employees</u>	<u>Benefit Eligible Employees</u>
Albemarle County Public Schools	3,818	2,838
Albemarle County (Includes Albemarle County Service Authority, ECC, CACVB, & BRJD)	2,020	1,134

II. PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT:

RFP Process Timeline	
6/3/2025 – 8/8/2025	RFP Posted for Response
7/30/2025	All Questions from Vendors due
8/1/2025	All Addenda posted
8/8/2025	Receive RFP Responses
9/29/2025 – 10/3/2025	Tentative Vendor Presentations (in-person)
10/5/2025 – 10/30/2025	Tentative Negotiations
11/28/2025	Tentative Notice of Intent to Award

III. **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 or School Board 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.

IV. **STATEMENT OF NEEDS:** Offerors should have extensive experience with Virginia local governments and school divisions related to benefits consulting within the past ten (10) years. Experience should include providing proactive assistance with data driven solutions on relevant compliance topics and other regulatory services required to obtain and maintain a competitive benefits program. No broker services are desired, nor will Broker fees be paid. The services provided by the Contractor should include:

A. **Methodology & Benchmarking:** Advise and assist the County in creating comprehensive, data-driven benefits strategies that are versatile and agile. Ensure the County remains competitive among local and regional peers as listed below. Recommend changes based on national, regional, and local benefit market trends to ensure the comprehensive benefits programs support the County’s total compensation strategy and goals. This includes providing annual benchmarking and benefits comparisons with the County’s established competitive markets, plan utilization, claims data, and wellness program data, as well as assessing overall program design and identifying suitable trends and benchmarks for consideration.

County Competitive Market	Schools Competitive Market
Albemarle County Public Schools	Alexandria County Public Schools
Augusta County	Augusta County Public Schools
Chesterfield County	Charlottesville City Public Schools
City of Charlottesville	Chesterfield County Public Schools
City of Chesapeake	Fauquier County Public Schools
City of Hampton	Hanover County Public Schools
City of Harrisonburg	Henrico County Public Schools
City of Lynchburg	Montgomery County (VA) Public Schools
City of Richmond	Prince William County Public Schools
City of Roanoke	Rockingham County Public Schools
City of Virginia Beach	Spotsylvania County Public Schools
Fairfax County	Stafford County Public Schools
Fauquier County	Virginia Beach City Public Schools
Goochland County	Waynesboro City Schools
Hanover County	Williamsburg-James City County Public Schools
Henrico County	York County Public Schools
James City County	
Loudoun County	
Prince William County	
Roanoke County	
Rockingham County	
Spotsylvania County	
UVA	

B. **Plan Design & Budget:** Evaluate and review existing benefit plans for recommendations that enhance benefit options. Assist the County in developing premium models and propose changes in benefit design and premium contribution cost to support the long-term benefit strategy. Provide recommendations for establishing annual premium equivalency rates. Present alternative plan design considerations and associated cost based on identified objectives. Provide fiscal year and plan year forecasts for multi-year strategic budget to set and maintain financial policy limits.

C. **Communication Materials & Open Enrollment Support:** Advise and assist the County with Benefit Plan communications throughout the year and during benefits events, including annual Open Enrollment. Examples of

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communication tools include, but are not limited to, digital benefits booklets, multimedia content and other educational resources related to benefits.

- D. Vendor Support & Annual Renewal Services:** Evaluate and monitor all vendor partnerships and their effectiveness, service delivery, and ROI for all current benefits vendors and carriers. Assist and advise the County in resolving service delivery issues, disputes, and contract negotiations with benefit carriers. Assist in RFP processes as needed.

Evaluate proposed renewal actions of all carriers, negotiate contracts on behalf of the County to obtain the most favorable terms, and review contracts to limit the County's liability exposure. Proactively solicit and analyze Specific Stop Loss proposals to obtain best pricing and negotiate the annual renewal of the specific stop loss contract. Aid and advise the County in drafting, reviewing, issuing, evaluating and negotiating new agreements, including review for accuracy of coverage, compliance, terms and conditions. Analyze vendors' proposals and provide a written assessment and recommendation based upon the County's selection criteria and timeframe.

- E. Compliance:** Provide proactive and timely notification of, and assistance with, understanding and implementing new, updated and/or revised benefits, tax regulations, laws, federal/state regulations, ordinances, and programs. Provide ongoing communication and notifications alerting the County regarding any relevant compliance deadlines, employee communication deadlines, or communication issues as a result of new or updated information. The consultant may be asked to provide sample documents that would be used to notify employees and/or retirees of these changes. Research and provide guidance for employer benefits questions and/or issues as they arise.
- F. Planning Meetings & Executive Presentations:** Participate in scheduled and ad-hoc meetings to review the current state of the offered benefit programs and to assist staff in determining budget, goals, and objectives for the upcoming year with persons as deemed necessary.
- G. Reporting:** Produce ad hoc, monthly, quarterly and annual claims, utilization, and financial reports. This includes, but is not limited to, annual fiscal year and plan year budget development reports for the County's self-insured plans, incorporating claim history as well as marketplace trends in the projection. Support functionality of the County's data warehouse and must have access to data warehousing services to provide clear, transparent pricing information for these services to ensure effective predictive analytics, data management and cost clarity.
- H. Claims Review & Auditing Services:** Provide ongoing auditing and analysis of claims (including performance guarantees, Rx, and specific stop loss reimbursement), vendor administrative fees, and other expenditures for accuracy and return on investment by type of service received. Provide analysis of claims expenditures by plans/tiers offered. Provide detailed review of high claims trends and costs drivers. Work with plan administrators to ensure continued provision of high-quality benefit plan designs and efficient administration of the programs.
- I. Employee Clinic & Wellness Program Consulting Services:** Review employee clinic usage, cost and impact on lifestyle behaviors, high-cost drivers, and overall claims experience. Help to determine return on investment and ensure performance guarantees are met by the clinic vendor per contract requirements. Review wellness programs and EAP usage, cost, and impact on lifestyle behaviors, high-cost drivers, and overall claims experience to determine effectiveness of the programs. Provide multi-year wellness program strategies, recommend program elements, performance metrics, and provide support as needed to ensure the County's program is effective.

V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, proposals should be submitted electronically by the stated due date and time established herein, or as modified by an addendum hereto, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>. Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Proposals may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above. One (1) original and one (1) copy of Microsoft Word or PDF format, must be submitted to the County as a complete sealed proposal. *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 in the specified location late will not be considered.

2. Redacted Copies: In addition to the copies of the RFP Response specified above, mailed proposals must include, both one (1) hard copy and also included on electronic media, a redacted copy of the proposal, 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 § 2.2-4342F of the Code of Virginia 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 § 2.2-4342F of the Code of Virginia 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.

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

Offerors are to make written proposals that present the offeror’s qualifications and understanding of the work to be performed including all components listed in the Statement of Need. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

1. Firm Credentials, Qualifications and Experience:

- A. Provide an overview of your immediate organization, its ownership structure, mission/vision/values, number of employees and annual employee benefits consulting and/or brokerage revenues (specific to each). If applicable, please provide this information separately for your wholly owned subsidiary if you are part of a “parent” company and for the “parent” company in total.
- B. How long has your firm provided employee benefits consulting services? How long has your firm provided employee benefits consulting to the public sector?
- C. What percentage of your total revenue is derived from employee benefits consulting? Please confirm if you offer voluntary benefit offerings and how that business influences your work with clients as well as consulting pricing. Would you share the percentage of current clients that utilize these voluntary benefits?
- D. Does your organization have a pharmacy collaborative, and how does that business influence your work with clients as well as consulting pricing?
- E. Please identify the office (including geographical location) that will serve as the primary point of contact for the County and describe all relevant services and resources provided by this office.
- F. Contact information for Account Director (i.e., the person responsible for client satisfaction)
- G. Describe the team of individuals who would be assigned to the County. Explain each team member’s role. Include specific client team members and other potential ad hoc team members. Provide biographical information on each team member. Explain your commitment to maintaining the team for the period of the contract and the circumstances that would prompt a change in personnel.
- H. Please describe the expectations that you have of the team assigned to the County specific to broad expertise and leverage of subject matter experts.
- I. Describe the expectations you have of the County to work with your team to be successful partners.
- J. What is the longest relationship you have had with a client? Is this a current client? If not, what is the longest relationship you currently maintain with a client?
- J. Describe three situations where your firm has demonstrated leading edge (thinking “outside of the box”) solutions in the health care arena. Of particular interest are options for managing rising health care costs, enhancing employee engagement and improving population health through clinical outcomes.
- K. What proprietary research do you sponsor to help provide your clients with advice about emerging best practices in cost management?
- L. Provide a description of the method your organization uses to track, research and communicate pending Federal and State legislation and regulations.

- M. Describe your client service philosophy.
- N. Describe your procedures for monitoring client satisfaction.
- O. Describe your level of investment made in new technology over the past 24 months for client-based resources.
- P. Describe the technological support your firm provides to clients.

2. Subject Matter Expertise & References

Please describe your firm's qualifications and experience in the following areas:

- A. Working with multiple entities sharing one medical, prescription, dental, vision, and other benefits plans.
- B. Analyzing Employee health clinics as part of an overall health plan strategy.
- C. Actuarial, both Health/Welfare programs, including OPEB, IBNR, GASB, etc.
- D. Negotiating public entity contracts for medical, dental, and other benefits. Include your experience with Virginia public procurement regulations.
- E. Pharmacy, including your experience with negotiating directly with prescription drug vendors.
- F. Absence Management, including your experience with sick leave compliance.
- G. Employer health and welfare benefits programs not specified above.
- H. Stop loss & Reinsurance.
- I. Wellness programs.
- J. Consumer Directed Health Care Plans that you have designed for your clients.
- K. Data warehousing and mining.
- L. Claims and financial auditing.
- M. Your benefit plan benchmarking services and tools.
- N. Experience working with employers with unionized employees.

3. Methodology

- A. Describe your approach to assisting the County in setting short-term and long-term benefit strategies.
- B. What major wellness initiatives have you developed for a client and what were the results?
- C. Describe your ability to provide best practices for employers, particularly in public sector, local government and public schools. Share a recent example.
- D. How will you help us to address specific needs for each entity? (County, Schools, ACSA, etc.). Please provide an example using a client with multiple entities that share benefits plans.
- E. Describe how you will onboard as a new consultant for the County. What is the transition timing and plan for a smooth transition?
- F. Please describe how your firm will support the County with information impacting health and benefits programming, including applicable regulatory compliance, state/federal legislation issues, etc.
- G. What are the most compelling issues today in the employee benefits arena and how is your firm uniquely poised to help us address them?
- H. What type of free interactive website communications and tools do you provide to your clients? If possible, please provide us with temporary access.
- I. What is your method of creating and presenting recommendations to your clients?

4. Vendor Management

- A. Please outline your firm's process to facilitate the County's ultimate selection of vendors in an RFQ, RFP or RFI scenario.
- B. Please describe how you evaluate the differences in discount levels that exist between vendors. What internal resources do you possess to help determine the most cost-efficient medical, dental, vision, and Rx vendor packages?
- C. Please provide a proposed annual calendar for the services you are proposing to deliver to the County, showing both interaction with the County and its vendors.
- D. Please outline your capabilities related to the evaluation and negotiation of prescription drug benefit administrative services.
- E. Describe your firm's marketplace leverage in negotiating with carriers regarding rates, contract/policy terms, and plan design. Do you offer group purchasing cooperatives? Please describe.
- F. Describe the tools and technology that you will use to monitor the effectiveness of the delivery of the benefits under the Plans.
- G. Please describe your approach to contract vendor renewals, including timing; include a sample annual vendor management timeline.
- H. What role do performance guarantees play in your vendor selection process? How do you evaluate the guarantees offered by vendors?
- I. Please describe the project management process that would be utilized by your team during the bid process.

5. Financial Management

- A. How will your firm assist the County to monitor the financial performance of our benefit plans?
- B. Please outline what resources you have available to assist the County in benchmarking its benefit programs.
- C. Describe your approach to providing accrual rates, fully insured equivalent rates, reserve calculations and budgets.
- D. Describe your approach to determining workers' compensation ultimate loss, Allocated Loss Adjustment Expenses, forecasts for Incurred but not reported liability and outstanding loss reserves.
- E. Describe your firm's capabilities to model and project the cost impact of plan design changes.
- F. Explain how you will help the County evaluate its options to mitigate the risk of high claims.
- G. Describe your experience in monitoring financial reports provided by vendors, including your approach to evaluating cost trends, utilization and network performance.
- H. How will you assist the County in developing a long-term active employee contribution strategy?
- I. How will you assist the County in developing a long-term employee/employer contribution strategy, to include pre-65 retiree participants?
- J. Please describe the actuarial resources you will use to calculate premium rates and IBNR.
- K. Identify and describe your lead actuary, if any, proposed for the County team.
- L. Do you offer actuarial services for OPEB GASB75 reporting?

6. Compliance with Contract Terms and Conditions

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

VOLUME II

1. Proposed Price: Offerors must submit Section A of the Attachment A Pricing Schedule as part of Volume II of the proposal.
2. 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 B – Offeror Data Sheet. Please provide a total of five 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 years. One client of your choosing.
 - 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 – Certification of Crimes Against Children and Acts of Moral Turpitude
 - Attachment F – Insurance Requirements
 - Attachment G – Proprietary/Confidential Information Identification – See V. A. 2, above.

VI. 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:

	Criteria	Point Value
1	Firm Credentials, Qualifications and Experience <i>Refer Section V.B. Specific Proposal Instructions Volume I. 1 Firm Credentials, Qualifications and Experience</i>	17%
2	Subject Matter Expertise & References <i>Refer Section V.B. Specific Proposal Instructions Volume I. 2 Subject Matter Expertise & Volume II 2. Attachment B Offeror Data Sheet section</i>	15%
3	Methodology & Benchmarking <i>Refer Section V.B. Specific Proposal Instructions Volume I. 3 Methodology & Section IV. A. Methodology and Benchmarking</i>	9%
4	Vendor Management Support, Annual Renewal Services & Compliance <i>Refer Section V.B. Specific Proposal Instructions Volume I. 4 Vendor Management, Section IV. D. <u>Vendor Support & Annual Renewal Services & Section IV. E. Compliance</u></i>	12%
5	Strategic Financial Management, Plan Design & Budget <i>Refer Section V.B. Specific Proposal Instructions Volume I. 5 Financial Management & Section IV. B. Plan Design & Budget</i>	20%
6	Employee Clinic & Wellness <i>Refer Section IV. I. Employee Clinic & Wellness Program Consulting Services</i>	8%
7	Claims Review, Auditing Services, and Reporting <i>Refer Section IV. G. Reporting & Section IV. H. Claims Review & Auditing Services</i>	14%
8	Cost of Services <i>Refer Section XII. Pricing Schedule</i>	5%
		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 two 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.

VII. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall provide a monthly, quarterly, and annual progress report to *Lara Andrade, Chief, Shared Services, Enterprise Risk Management & Analytics* outlining the following:
- a. Benchmarking Reports: Provision of comprehensive comparative data (to include public sector)
 - i. Analyze benefit plans effectiveness in supporting the total compensation strategy.
 - ii. The specific accomplishments achieved during the reporting period.
 - iii. Marketing analysis, report preparation, and delivery.
 - b. Compliance dashboard to provide real-time insights into County's compliance status, helping the County to track and manage regulatory requirements effectively. Highlighting transparency, reducing the risk of

non-compliance, and streamlining reporting processes, saving time and resources. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.

- c. Underwriting/Actuarial Services: Preparation of monthly financial reporting for self-insured medical, Rx, vision, and dental plans including calculation of actuarial projections. Development of funding rates based on cost projections.
- d. Wellness Program Design and Clinic Reporting Services:
 - i. Accessibility to County's Claims Data warehouse
 - ii. Preparation and delivery of an annual report, along with quarterly, monthly, and ad hoc updates
 - iii. Development of professional recommendations for effective cost control measures
 - iv. Support for outcome-based design, implementation, and maintenance of wellbeing programs.
- e. Financial Reports: Produce financial actual experience and forecast reports, including annual fiscal year budget development, for the County's self-insured medical plan, incorporating claim history as well as marketplace trends in the projection. Additionally, assist the County in developing premium models and recommendations for establishing annual premium rates.

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

IX. 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 law's 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 or 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/bs/>.

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:

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- 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.

X. SPECIFIC TERMS AND CONDITIONS:

A. AUDIT: The contractor shall retain all books, records, and other documents related 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. 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.

- D. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- E. RENEWAL OF CONTRACT: Contract shall be for one (1) year beginning 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 or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published 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.
- 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.

- G. CONTINUITY OF SERVICES: A. The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another Contractor, may continue them. The Contractor agrees: 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor 2. To make all County owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and 3. That the County shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor. B. The Contractor shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the County's approval. C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the County in writing prior to commencement of said work.

- XI. METHOD OF PAYMENT: The County shall promptly pay for completed delivered goods or services by the required payment date each month. 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. Within 30 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. In addition, invoices are to be submitted to the County by the 15th of the month following the month services were rendered, upon completion of project, etc.

XII. ATTACHMENTS:

ATTACHMENT A	Pricing Schedule
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 A

PRICING SCHEDULE

2026-RFP-3080810 Benefits Consulting Services

SECTION A

Offerors must submit Section A of the Pricing Schedule as part of Volume II of the proposal.

Name of Service	Pricing model- <u>Select:</u> PEPM/PMPM and/or Monthly Quarterly -or- Annual	How is this billed? (Example: Direct invoice or pass through claims administrator?)	Total Cost 1 Year	Total Cost 2 year (Indicate if discounted for multiple year contract)
Annual Retainer				
Claims Administrator pass through fees				

OFFEROR PRINTED NAME: _____

SIGNATURE: _____

BUSINESS NAME AND ADDRESS:

DATE: _____

SECTION B (Shortlisted firms ONLY)

- Please provide your consulting fees and rate cards detailing expected resources needed and rates used to bill the proposed scope of services.
- Section B of Attachment A Pricing Schedule shall be used for preparation of Cost proposal and shall include all specified services including but not limited to overhead, travel, etc. Specify terms of pricing. What would the pricing be for a one year and two-year agreement? This is intended as an opportunity to disclose all fees, pass-through costs, and charges that the County would be expected to pay as a client.
- Are there costs for transition and if so, please provide an estimate of such costs.
- What type of fee arrangements is your organization willing to accept?
- What is your policy on disclosing commissions to your clients? What is your policy on disclosing overrides to your clients? What about any other management or payment structures? Please describe how you will demonstrate transparency of your billing.
- What is your position of contingent commissions? If you receive contingent and regular commission, how are you able to provide unbiased support to your clients when your fees are based on premium size and profitability of your accounts? If you were selected to work with the County and were paid on a commission basis, would you agree to return all contingent commissions directly to the County?

Name of Service	Pricing model- Select: PEPM/PMPM and/or Monthly Quarterly -or- Annual	How is this billed? (Example: Direct invoice or pass through claims administrator?)	Total Cost 1 Year	Total Cost 2 year (Indicate if discounted for multiple year contract)
Annual Retainer				
Claims Administrator Pass Through Fees				
Claims Analysis/RX Fees				
Claims Audit Fees				
Underwriting/Actuarial Services				
Medical Stop Loss Coverage & Audit Analysis				
Wellness Program Design/Ongoing Analysis Services				
Rx Cost Management				
Meetings				
Marketing For RFP/ Procurement				
Benchmarking And Analysis Reports				
Compliance/Claims Auditing				
Open Enrollment Communications				
Executive Presentations				
Retiree Program Related Costs				
Employee Clinic Analysis				
Data Warehouse Access Fees				
Monthly, Quarterly, Annual, & Ad Hoc Reports				
Commissions/Contingent Commissions				
Overrides				
File set up fees				

(Jan 2023)

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 years. 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:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	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. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 4. <input type="checkbox"/> 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. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> 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. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> 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. <input type="checkbox"/> Owning, protecting, and maintaining property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> Transacting business in interstate commerce.
<input type="checkbox"/>	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 CRIMES AGAINST CHILDREN AND ACTS OF MORAL TURPITUDE

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor’s employees and/or subcontractors to have direct contact with Albemarle County Public Schools’ students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor’s knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor’s knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of “moral turpitude” are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 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. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.



Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

NO

YES (please explain)

Contractor

Date

By: _____

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:
- 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 a per project aggregate limit of \$2,000,000. 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 occurrence/\$3,000,000 aggregate limit
 - g. Cyber - \$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and costs.
 - h. Employee Dishonesty/Crime- \$500,000; \$500,000 Employee Theft

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.

(Jan 2023)

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.

SAMPLE

CONTRACT #«Contract Number»
«Company»
 «Address1»
 «Address2»
 «City», «State» «PostalCode»
«corporate status, as confirmed by SCC»
(Contractor)

The County of Albemarle Virginia
«Legal Entity Description»,
 401 McIntire Road
 Charlottesville, Virginia 22902
(County)

This Agreement (the “Agreement” or “Contract”) made and entered into on _____, between the Contractor as identified above and the County of Albemarle 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 of Albemarle Request for Proposals (RFP) # 2026-RFP-3080810 documentation, and said RFP is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract 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 RFP, the Contractor’s proposal, 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 RFP, or Contractor’s proposal, the terms of this Agreement first and the RFP 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 of Albemarle 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 of Albemarle . 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 forgoing in accordance with Contract Exhibit B, attached hereto.

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

4. **Term:** The County of Albemarle 's requirements of the products/services hereinafter specified are for the term of date of contract award «Contract Award Date» and terminating two (2) years after contract award, with optional renewal clause for up to three (3) additional one (1) 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 of Albemarle ’s fiscal year, are subject to its approval and ratification by the County of Albemarle 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 of Albemarle 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 Albemarle of any kind whatsoever.

6. General Terms: By signing below, I agree to the Terms posted at <https://www.albemarle.org/government/finance-and-budget/procurement/general-terms-and-conditions>, as they may be updated from time to time.
7. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the County of Albemarle shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.
8. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the the County of Albemarle . Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.
9. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
10. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
11. 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.
12. 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 the County of Albemarle 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 the County of Albemarle '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 workspace, in order to conduct audits in compliance with this paragraph.

13. 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 of Albemarle may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 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, the County of Albemarle 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 of Albemarle 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 the County of Albemarle, and provisions herein with respect to opportunity to cure default shall not be applicable.
14. Termination without Cause: The County of Albemarle 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 the County of Albemarle, at the time of termination. If the County of Albemarle 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 the County of Albemarle any work completed or in process for which payment has been made.
15. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
16. Indemnification and Hold Harmless: It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the County of Albemarle and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County of Albemarle, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the County of Albemarle, its agents, volunteers, servants, employees, or officials.
17. 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 no 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.

Notices for the County of Albemarle shall be addressed as follows:

the County of Albemarle
« Department Name », « Project Manager »
401 McIntire Road, Room #

Charlottesville, VA 22902
«Project Manager Email»

With a copy to:
«Purchasing Agent Name»
Chief Procurement Officer
401 McIntire Road, Suite 248
Charlottesville, VA 22902
«Purchasing Agent Email»

Notices for Contractor shall be addressed as follows:

«Vendor Contact Name»
«Company»
«Address1»; «Address2»
«City», «State» «Postal Code»
«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.

18. 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.
19. 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 of Albemarle . 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.
20. Waiver: No failure of the County of Albemarle 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 the County of Albemarle 's right to demand strict compliance with the terms of this Agreement.
21. 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.
22. 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.
23. Cooperative Procurement: This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the County of Albemarle ». The procurement was conducted on behalf of the County of Albemarle and other public bodies. Therefore, pursuant to Code Section 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 the County of Albemarle 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.

24. Contractual Claims and Dispute Resolution:

- a. Compliance. Strict compliance with this procedure is a prerequisite to proceeding with a claim under this Agreement, and no action or statement by the County of Albemarle representatives waives such compliance. All notices and communications required by this section must be in writing.
- b. Intent to submit claim. Contractor must notify the Purchasing Agent of its intent to submit a claim, whether for money or other relief, at the time of the occurrence or at the beginning of the work upon which the claim is based, whichever comes first. "At the time of the occurrence or at the beginning of the work upon which the claim is based" means within 48 hours or, if good cause is shown, within 5 business days. "Occurrence" includes:
 - i. The County of Albemarle transmits final payment; and
 - ii. A representative of the County of Albemarle states that the County of Albemarle will not pay a requested amount.
- c. Submission of claim. Contractor must submit its claim no later than 60 days after it has notified the Purchasing Agent of its intent to file a claim. The claim must identify the time of the occurrence or the beginning of the work upon which the claim is based, state the basis for the claim, and identify with specificity the relief sought.
- d. Investigation of claim. The Purchasing Agent shall investigate the claim. As part of the investigation, the purchasing agent may request that Contractor submit additional information, or appear before the Purchasing Agent, to support its claim. The period between such request and Contractor's response tolls the time within which the Purchasing Agent must respond to the claim. Failure to provide the requested information constitutes noncompliance with this procedure.
- e. Purchasing Agent's decision. The Purchasing Agent shall render a decision within 30 days of receipt of Contractor's claim, setting forth the reasons for such decision. If the Purchasing Agent does not render a decision within 30 days, the claim is considered denied. For good cause, the Purchasing Agent may notify Contractor that more time is required to render a decision.
- f. The Purchasing Agent may settle the claim. If resolution of the claim requires that the County of Albemarle pay additional money or forgo goods or services that it is arguably owed, then the Purchasing Agent's authority to settle the claim is limited to 25% of the value of the contract or \$50,000, whichever is greater.
- g. Institution of legal action. If Contractor is not satisfied with the Purchasing Agent's decision, or the Purchasing Agent does not render a decision, it may appeal to the Circuit Court of Albemarle County. Contractor's appeal must comply with the Virginia Public Procurement Act and Title 15.2 of the Virginia Code.
- h. Amounts not in dispute. Contractor's notice of an intent to file a claim does not permit the County of Albemarle to withhold or delay payment of amounts that it does not dispute. Purchasing Agent's non-response to a claim within the required time constitutes a dispute of amounts claimed.

25. Payments to Subcontractors: Pursuant to Virginia Code Section 2.2-4354, Contractor shall pay all subcontractors, as defined in the Code. 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 the County of Albemarle . 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 the County of Albemarle for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the the County of Albemarle attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the the County of Albemarle 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 the County of Albemarle for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection 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 of Albemarle 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 the County of Albemarle. 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.

26. 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. 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. **Comprehensive General Liability Insurance**, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
- C. **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).
- D. **Umbrella Liability** Coverage minimum coverage of one million dollars (\$1,000,000) 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.

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 of Albemarle , 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 of Albemarle . 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 of Albemarle may be approved. Contractor shall furnish the County of Albemarle with certificate of insurance showing Contractor’s compliance with the foregoing requirements.

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

- 27. 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.

CONTRACTOR'S ACCEPTANCE

«Company»

SIGNATURE

NAME

TITLE

DATE

the County of Albemarle 'S ACCEPTANCE

SIGNATURE

NAME

«Legal Entity Signee Name»

TITLE

«Legal Entity Signee Title»

DATE
