

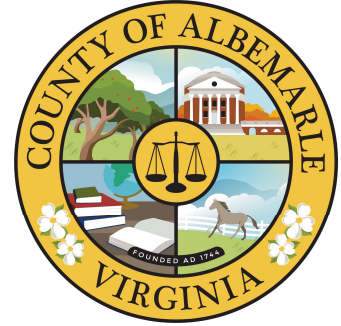
REQUEST FOR QUOTATIONS (RFQ)

Issue Date: February 27, 2023

RFQ# 2023-RFQ-4031001

Title: Dependent Eligibility Review

Issuing Agency: County of Albemarle
Purchasing Division
401 McIntire Road, Suite 248
Charlottesville, VA 22902



Using Department/Division and/or location where work will be performed: County of Albemarle, DF&B Shared Services

Request for Quotations will be received until **1:00 EST on March 10, 2023** for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: Lisa Thomas, Buyer, LTHOMAS3@ALBEMARLE.ORG AND CC TO rfq@albemarle.org

Quotations should be submitted electronically by the stated due date and time, 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. Quotes 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.

In compliance with this Request for Quotation and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated 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:

Date: _____ -

_____ Zip Code: _____

By: _____

(Signature In Ink)

Telephone Number: () _____

Name: _____

(Please Print)

E-mail Address: _____

Title: _____

Virginia 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 Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. PURPOSE: The County of Albemarle is soliciting quotations from qualified vendors to conduct a dependent eligibility audit of dependents enrolled in the health and welfare plan. Additionally, the County of Albemarle would like to determine ongoing review of new and existing dependents on the County's Healthcare Plans.
- II. BACKGROUND: The County of Albemarle offers medical insurance to eligible employees and their dependents. Criteria for eligibility to participate in the self-insured health and dental plans are established by the Joint Steering Team. Albemarle County conducted the last dependent eligibility review in 2019 and will consider ongoing review after the initial comprehensive review in 2023. There are approximately 1,700 employees and 3,400 dependents participating in the medical health plan.
- III. COMPETITION INTENDED: It is the County's intent that this Request for Quotation (RFQ) permits competition. It shall be the Bidder'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 RFQ 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 bids to close. Bidders may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the quote 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 before the date established for bid opening. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the quotes.

IV. TERM OF CONTRACT/DELIVERY REQUIREMENTS:

Two (2) years from date of final execution with the option to renew for three (3) additional two (2) year renewal terms.

V. SCOPE OF WORK/SPECIFICATIONS: The contractor shall:

1. A. General Scope

Contractor shall perform a comprehensive Dependent Eligibility Review ("Review") of all employees of County with dependents enrolled in County's specified benefit plans ("Review Participants"), with the objective of identifying and reporting dependents who are ineligible for coverage. At the County's discretion, we will review ongoing Dependent Eligibility Services, include pricing for ongoing services.

2. Timeline & Phase Definition

The Contractor will propose a timeline and phased plan for the County's approval prior to implementing the Review. Phases will include: Planning, Communications development, implementation, website set up, file testing, and reporting.

3. Communications Process

- As outlined in project plan with Review Participants will include physical mail and email methods. Prior approval of all communications is required.
 - Communications will have clear information about the review process and action steps for the Review Participant.
4. The County will review and determine final eligibility of all Review Participants and remove from the plan at its discretion.

5. Employee & Employer Web/Internet Portals

An employee internet portal will be available to Review Participants. An employer portal will be available for reports and retrieving overall project.

6. Call Center Operations

"CONTRACTOR" shall provide a toll free phone line for customer support to Review Participants. In addition to English, accessibility to multiple languages are required.

7. Reports

“CONTRACTOR” shall provide timely status reports according to the timeline, ad hoc reports of progress, Review Participants participation rates, and impact reports for removing ineligible Review Participants. Contractor contacts should have availability to present findings to Leadership upon completion.

VI. QUOTE SUBMISSION INSTRUCTIONS:

- A. Quotations should be submitted electronically by the stated due date and time, or as modified by addendum hereto, through the [Albemarle County Procurement Intake Form](https://www.albemarle.org/government/finance/procurement/solicitations) on the Albemarle County Office of 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*. Quotes 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, by not later than the date and time established herein or as modified by an addendum hereto. *Regardless of the method of delivery, it shall be the Bidder’s responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*
- B. **Quotes shall be submitted in two separate volumes – Volume I; Technical and Volume II; Quote Price. No price data shall be included in Volume I, Technical Proposal.**
- C. Quotes must be provided by submission on the County forms and shall include acceptance of all County Terms and Conditions, expressly stated herein or incorporated by reference. Quote submission must include fully executed Attachments A, B, C, G along with narrative response to any technical factors listed in VII., below.

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ 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 quote document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

- D. All costs of quote preparation and presentation shall be borne by each offeror. The County is not liable any cost incurred by the offeror prior to issuance of a contract.
- E. **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 throughout the life of the awarded contract. Attachment C applies, an executed copy of which shall be included with your quote submission.

VII. EVALUATION AND CONTRACT AWARD:

- A. Timely received quotes will be evaluated in accordance with the criteria set forth below. The Contract, if awarded, will be awarded to the Offeror whose proposal is considered to provide the best value to the County provided the offered quote is reasonable and is in the best interest of the [County] to accept it and subject to the County's right to reject any and all offers and to waive an informality in the offer. Evaluation will be based on price and price related factors, as well as technical criteria as follows:

**Information will be evaluated and scored through the following methodology:
TWO SEPARATE VOLUMES MUST BE SUBMITTED
DO NOT INCLUDE ANY PRICING IN VOLUME I**

Technical Factors	60% - Volume I; Technical			
<table border="1" data-bbox="310 306 712 436"> <tr> <td>Project & Phase Planning</td> </tr> <tr> <td>Performance Guarantees</td> </tr> <tr> <td>Timeliness of Responses –Email, Call Center, and Email Inquiry</td> </tr> </table>	Project & Phase Planning	Performance Guarantees	Timeliness of Responses –Email, Call Center, and Email Inquiry	
Project & Phase Planning				
Performance Guarantees				
Timeliness of Responses –Email, Call Center, and Email Inquiry				
Price(Attachment A)	40% - Volume II, Price			

B. **THE CONTRACT:** The successful Offeror(s) shall be issued a County Prepared Purchase Order (PO) or may be awarded a contract in such form, terms and conditions if found at Attachment H hereto. **A County PO must be accepted by the awardee or, when used in lieu of a PO, the 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. The County reserves the right to make multiple awards to multiple contractors, including awards at line item pricing levels, as determined to be to the best advantage to the County.

VIII. PRE-QUOTE CONFERENCE: No pre-quote conference

IX. GENERAL TERMS AND CONDITIONS:

A. Refer to the General Terms and conditions located online at <https://www.albemarle.org/government/finance-and-budget/procurement/general-terms-and-conditions>.

X. SPECIFIC TERMS AND CONDITIONS:

A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.

B. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

C. 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. RENEWAL OF CONTRACT: Contract shall be for Two (2)-years beginning date of final execution with the option to renew under the terms of the original agreement for up to three (3) additional two (2) 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.

XI. METHOD OF PAYMENT: Payment will be made upon completion of project or monthly if ongoing services are contracted. Invoices are to be submitted by 10th of the month following the month services were rendered and upon completion of project.

XII. PRICING SCHEDULE: Offeror shall include pricing on ATTACHMENT A, QUOTATION FORM.

XIII ATTACHMENTS:

ATTACHMENT A	Quotation Form-Pricing (DO NOT INCLUDE ANY PRICING IN TECHNICAL VOLUME I)
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Not Used
ATTACHMENT E	Not Used
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification (Redacted Quote Required If Requesting Proprietary/Confidential Information)
ATTACHMENT H	Sample Contract Form Only

ATTACHMENT A

**QUOTATION FORM
Pricing**

**RFQ#: 2023-RFQ-4031001
Title: Dependent Eligibility**

	A	B	C	
ITEM DESCRIPTION	UNIT OF MEASURE PER/EACH	REVIEW PARTICIPANTS (ESTIMATE ONLY)	UNIT PRICE PER EMPLOYEE	TOTAL COST (EXTENDED PRICE)(EXTENDED PRICE A X B=C)
Comprehensive Dependent Eligibility Review	Per Participant Reviewed	5,100	\$ _____	\$ _____
Ongoing Eligibility Review	Per Participant Reviewed	5,100	\$ _____	\$ _____
BASIS OF AWARD>>>>>>>			BASIS OF AWARD	\$ _____

NOTE: PRICING MUST BE SEPARATE and NOT INCLUDED WITH TECHNICAL PART I

A County PO must be accepted by the awardee or, when used in lieu of a PO, the County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.

PRINTED NAME: _____

SIGNATURE: _____

BUSINESS NAME AND ADDRESS:

DATE: _____

ATTACHMENT B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

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 four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

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 Offeror:

<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: <ol style="list-style-type: none"> 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.-OR
<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.

Attachment C

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 bid to which this Certification of No Collusion is attached that:

This bid 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 bid 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 atseq.)

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 F
Dependent Eligibility

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-each employee. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 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. Umbrella Liability Coverage- minimum coverage of \$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.
 - e. IT Professional (E&O) Insurance: \$1,000,000.
 - f. Cyber Liability- \$3,000,000

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;

Attachment F shall be an occurrence-based policy; professional liability may be claims made basis;

- 3. shall include completed operations coverage;
- 4. 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;
5. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

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

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

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

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

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

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

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.

ATTACHMENT G

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NOTE: If requesting proprietary/confidential information a separate redacted quote must be submitted

Name of Firm/Offeror: _____

RFQ# 2023-RFQ-4031001/DEPENDENT ELIGIBILITY

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

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