



ADDENDUM NO: TWO

March 3, 2023

TO ALL BIDDERS:

REFERENCE: RFQ No: 2023-RFQ-4031001
Commodity: Dependent Eligibility Review
RFQ Closing On: **March 10, 2023**

1. Please see attached questions and answers below and attached.
2. Please note Attachment D must be completed and included with quote.
3. All other terms and conditions of the solicitation remain unchanged. Quotes must be received in accordance with the solicitation requirements by **1:00 p.m. ET, March 10, 2023**. Late quotes will not be considered.
4. A signed acknowledgement of this addendum must be attached to your quote. Signature on this addendum does not constitute your signature on the original quote document. The original quote document must be signed also.

Sincerely,

Lisa Thomas

Lisa Thomas, VCO
Buyer
Phone: (434) 296-5854

Name of Firm

Signature/Title

Date

Printed Name

ADDENDUM TWO
2023-RFQ-4031001/Dependent Eligibility Review

Q1) Section XIII on page 8 lists “ATTACHMENT H: Sample Contract Form Only” Question: This attachment was not included in the RFQ document. Is Attachment H relevant / necessary for this RFQ?

A1) Included with this addendum

Q2) How many of the 1,700 employees with health plan coverage are covering at least one dependent (non-Single contracts)?

A2) All 1,700 employees have at least one dependent.

Q3) Will this audit include those employees whose dependents have dental coverage, but not medical coverage?

A3) No. We are not reviewing dental plan participants at this time.

Q4) If so, are the dental eligibility rules the same as the medical rules?

A4) Yes the rules are the same for both medical and dental but this review is only for medical participants and dependents.

Q5) What firm conducted the dependent eligibility review in 2019?

A5) HMS conducted the previous dependent eligibility review.

Q6) Will the County allow any exceptions to the Insurance Requirement provisions?

A6) The insurance requirements are minimum requirements. No exceptions will be allowed.

Q7) What is the average annual medical spend per dependent for County of Albemarle?

A7) This information is not available at this time.

Q8) Section X on page 5: “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.” Question: Does “books, records, and other documents” include member responses and other PHI? All content with PHI is typically purged in accordance with our data retention policies and to meet the HIPAA needs of our customers.

A8) We will not request documents that contain member PHI.

Q9) Section XI on page 6: “Payment will be made upon completion of project” Question: Our services are typically invoiced in installments, according to project milestones. Is this payment schedule acceptable to the County?

A9) Yes, the payment schedule will be negotiated with the awarded vendor.

Q10) Section II on page 3: “Albemarle County conducted the last dependent eligibility review in 2019” Question: Who did the County hire to conduct the dependent eligibility review in 2019?

A10) See Q5 above.

Q11) What was the fee?

A11) This information is not available at this time.

Q12) Section II on page 3: “Contractor contacts should have availability to present findings to Leadership upon completion.” Question: Can we assume findings can be presented virtually, via conference call or web-hosted meeting, versus an in-person presentation?

A12) Virtual presentations and web-hosted meetings are preferable.

Q13) Column C represents the amount of the proposal that will be paid in total for the work performed. The first line in the graph is pricing for the initial comprehensive review. The second line represents an ongoing annual cost for periodic and ongoing review throughout the year. Attachment A - Addendum One: Question: Is the Total Cost in column C based on an annual amount?

A13) Yes

ADDENDUM TWO

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Q14) In order to calculate Total Cost for the Ongoing Eligibility Review, how many dependents should we assume will be reviewed each year?

A14) It is not known how many dependents will be added to the plan each year due to factors beyond our control. We assume approximately 500 new enrollees with approximately 1,000 new dependents who may be reviewed.

Q15) General Terms and Conditions, Section II(a)(1) of Section IX: “the County will pay Contractor no later than 45 days after an invoice is rendered” Question: Would the County agree to revising this term to 30 days?

A15) The payment terms will be negotiated after awarding the contract. We will pay no later than 45 days.

Q16) Section XIII on page 8 lists “ATTACHMENT D: Not Used” Question: Please confirm that even though this Attachment was included in the RFQ document, it will not be required as part of the response.

A16) Attachment D is required, please complete and return with the response.

ADDENDUM TWO
2023-RFQ-4031001/Dependent Eligibility Review

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

ACKNOWLEDGEMENT

STATE OF _____

COUNTY or CITY OF _____, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public

by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

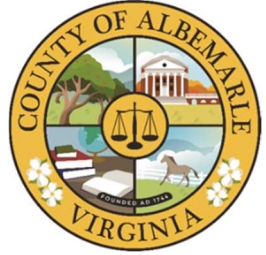
§ 18.2-498.4. Duty to provide certified statement.

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 H

SAMPLE CONTRACT ONLY



CONTRACT #«number»

«Company»

«Address1»

«Address2»

«City», «State» «PostalCode»

**[corporate status, as confirmed by SCC] (i.e. “a Virginia Corporation” or “a [name of state] Partnership, etc.)
(Contractor)**

**COUNTY OF ALBEMARLE, VIRGINIA,
a political subdivision of the Commonwealth of Virginia,
401 McIntire Road
Albemarle, Virginia 22902
(County)**

This Agreement (the “Agreement” or “Contract”) made and entered into on this ____ day of _____ of 2021 between the Contractor as identified above and the County, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** Contractor agrees to perform such goods or services as specified in the County [Request for Proposals/Invitation for Bids] [RFP/IFB] # [20XX-XXXXX-XX] documentation, and said [RFP/IFB] 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/IFB], the Contractor’s proposal/bid, dated [month day, year], is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the [RFP/IFB], or Contractor’s proposal/bid, the terms of this Agreement first and the [RFP/IFB] second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. **Payment/Consideration Schedule:** In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the County. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the forgoing in accordance with Contract Exhibit B, attached hereto. Prior to start of work, Contractor will provide and the Parties shall agree to a not-to-exceed proposal for any project when requested by the County. The not-to-exceed proposal shall include estimated,

detailed hours worked under each rate category, estimated hours for each category of equipment, [and the rates for each of the forgoing in accordance with contract Exhibit B, attached hereto.] [Detailed pricing and maximum liability to the County for this Agreement is included herewith as Exhibit B.]

4. Term: The County's requirements of the products/services hereinafter specified are for the term of date of contract award and terminating 365 [or such completion date or period as determined by the solicitation/requirements] days after contract award, [with optional renewal clause for up to four (4) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.]
5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the County's fiscal year, are subject to its approval and ratification by the County and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.
6. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the County shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.
7. Faith-based Organizations: County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: During the performance of this contract, Contractor agrees as follows:
 - A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
 - B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:
 - A. Provide a drug-free workplace for Contractor's employees.

- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. Compliance with Immigration Laws: Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.
11. 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 County. 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.
12. 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.
13. 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.
14. 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.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by

Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 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, County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by County, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. Termination without Cause: The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by County, at the time of termination. If County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to County any work completed or in process for which payment has been made.
18. 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.
19. 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 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, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.
20. Notices: All notices and requests required or permitted hereunder shall be sent by United

States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for County shall be addressed as follows:

[name of your project manager]
[Name of school, department, or division]
[street/ mailing address]
[Charlottesville, VA 22902]

With a copy to:

Allison McNally
Chief Procurement Officer
401 McIntire Rd.
Charlottesville, VA 22902

Notices for Contractor shall be addressed as follows:

[Contractor responsible party name]
[Contractor Business Name]
[street/ mailing address]
[City, State, zip]

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

21. 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.
22. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
24. 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.

25. 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.
26. 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. The procurement was conducted on behalf of the County 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 County be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.
27. Contract Claims by Contractor: Prompt knowledge by the County of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of the County and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the County with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the County or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the Purchasing Office of the Albemarle County Department of Finance within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the County, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The County will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.
28. Claims for Extra Compensation: If Contractor encounters work and services not included in this Agreement or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Agreement and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the Purchasing Office of the Albemarle County Department of Finance in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth. Upon notification, the County shall promptly review any claim for extra compensation. If a claim is accepted by the County, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun. The amounts claimed as extra compensation by

Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the County to analyze the need for the extra work and the costs claimed for the work.

29. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
30. 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 \$500,000.
 - 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. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000). [NOTE: Delete if not needed.]

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia and acceptable to the County, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the County. In certain cases, where coverage is unavailable through licensed carriers, certificates of insurance written by a Surplus Lines Carrier authorized by the Virginia State Corporation Commission to transact the business of insurance in Virginia and acceptable to the County may be approved. Contractor shall furnish the County with certificate of insurance showing Contractor's compliance with the foregoing requirements.

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

31. Payment/Performance Bonds: Contractor shall furnish to the County a payment bond and a performance bond in conformity with Va. Code § 2.2-4337 and/or 2.2-4339 [choose one-then delete this note] each payable to the County and each in the sum of the Agreement amount. The performance bond shall be conditioned upon the faithful performance of the Agreement in strict conformity with the terms and conditions of the Agreement, and the payment bond shall be conditioned upon the prompt payment for all such material

furnished or labor supplied or performed in the prosecution of the work. Each of the bonds shall be executed by one or more surety companies selected by Contractor which are licensed and legally authorized to conduct the business of insurance, including surety, within the Commonwealth of Virginia.

32. School Contractor Certification: Pursuant to Virginia Code Section 22.1-296.1, Contractor and agrees and certifies by his 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 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.

33. Other:

COUNTY'S ACCEPTANCE

CONTRACTOR'S ACCEPTANCE

County of Albemarle County, Virginia

«Company»

SIGNATURE _____

SIGNATURE _____

NAME (type/print) Allison McNally

NAME (type/print) _____

TITLE Chief Procurement Officer

TITLE _____

DATE _____

DATE _____