



**CITY OF HARRISONBURG
DEPARTMENT OF FINANCE
AND PURCHASING
409 SOUTH MAIN STREET
HARRISONBURG, VA 22801**

REQUEST FOR PROPOSAL (RFP) COVER PAGE

ISSUE DATE: December 17, 2015	REQUEST FOR PROPOSAL NUMBER: 2016026-FN-P	FOR: Group Health Insurance Coverage
DEPARTMENT: Finance	DATE/TIME OF CLOSING: January 20, 2016 at 3:00pm local time	CONTRACT ADMINISTRATOR: Larry Propst, Director of Finance
DATE/TIME LAST DAY FOR QUESTIONS: January 11, 2016 at 12:00pm (noon) local time	DATE/TIME PRE-PROPOSAL MEETING: N/A	PRE-PROPOSAL MEETING MANDATORY: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____

Address: _____ Federal Employer Identification #: _____

_____ State Corporation Commission #: _____

Contact Name: _____ Contact Email Address: _____

By signing this bid, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFP.

_____ VENDOR'S LEGALLY AUTHORIZED SIGNATURE	_____ DATE
_____ PRINT NAME	_____ TITLE

Please take a moment to let us know how you found out about this Request for Proposal (RFP) – Check one:

City of Harrisonburg Website eVA Website Bid Room (Please List) _____

The Daily News Record Newspaper Notified by City Directly Posted on Municipal Building bulletin board

Other (Please List) _____

****This document must be completed & returned with proposal submission.***

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms (Offerors) to establish an agreement(s) with one Offeror through competitive negotiations associated with providing Group Health Insurance Coverage to the employees, eligible retirees and dependents (Covered Individuals) of the City of Harrisonburg and other agencies listed below that participate in the program, (hereinafter referred to collectively as “the City”).

The City’s objective is to maintain a long-term relationship and to provide Covered Individuals with a quality, affordable health insurance program responsive to their needs.

Offerors are not limited to the specific plan designs developed in the RFP. It is the City’s desire to solicit all available programs in the employee service area.

II. BACKGROUND INFORMATION

The City currently provides health insurance coverage for its Covered Individuals through a self-insured health insurance program with a Specific Stop Loss provision of \$175,000. The current plan also includes a fully-insured vision exam program. The following other agencies participate in the City’s health insurance program:

- Harrisonburg City Public Schools
- Harrisonburg-Rockingham Community Services Board
- Harrisonburg Electric Commission
- Harrisonburg-Rockingham Regional Sewer Authority
- Massanutten Regional Library
- Harrisonburg Redevelopment and Housing Authority
- Rockingham-Harrisonburg Alcohol Safety and Action Program

There are 26 subgroups encompassing 8 separate billing locations. Currently, the City funds all entities using the same level funding rates. The City does not pay actual claims each month. Each month the current carrier bills each entity based on a level funded arrangement. If the City is in a deficit position at the end of a month, it transfers funds to the carrier to offset the deficit; if there is a credit it carries over until a year-end settlement.

III. SCOPE OF SERVICES

The Offeror shall provide necessary quality health insurance claims administration to all eligible Covered Individuals. The Offeror shall provide system personnel and services necessary for efficient administration of the program(s). This shall include, but not limited to:

- A. Maintain membership files for all covered individuals.
- B. Maintain central claims processing and customer service capabilities.
- C. Ability to accept claims from and pay reimbursements directly to providers of service.
- D. Provide explanations of benefits paid to insureds and accurately reporting current status of deductibles, co-payments, and out-of-pocket limits.

- E. Provide monthly or weekly accounting statements by benefit plan and subgroup showing funds received, enrollment, claims paid, administrative costs and claims exceeding the stop loss limit.
- F. Accurate data tracking and reporting including utilization reports, savings analysis and claims lag studies upon request or through an internet portal.
- G. Prepare plan summaries and communication materials to explain the plan to eligible Covered Individuals. Communication materials will be reviewed and approved by the City prior to distribution.
- H. Assist in the implementation of the plan including conducting informational and enrollment meetings as needed.
- I. Provide each enrollee a summary plan description outlining and identifying covered services, exclusions, and claims filing procedures and continuation coverages. The summary plan description must meet all applicable state and federal laws.
- J. Provide all enrolled Covered Individuals with an identification card in a timely fashion as coordinated with the City.
- K. Provide annual renewal proposal no later than 180 calendar days prior to the annual agreement effective date.
- L. Provide legal, actuarial and other services as required, assuring the necessary and appropriate administration of the programs.
- M. Provide local and toll free customer service phone and email access for Covered Individuals.
- N. Provide a dedicated account representative responsible for the overall performance of the program including program administration and problem resolution. The account representative will visit the physical location of the City as determined by the City on a frequency no less than monthly.
- O. Ability to support the Affordable Care Act (ACA) in all aspects, including providing information or data that the City and other agencies need to complete and file required ACA employer reporting Forms 1094 and 1095.
- P. Provide an internet portal for employer administration and reporting.

The Offeror shall provide a no loss/no gain provision to all participants as of the agreement date, providing credit to all satisfied deductibles and out-of-pocket expenses. Actively at work requirements is to be waived. Pre-existing condition waiting periods shall be waived for all covered individuals.

The Offeror shall maintain claims fiduciary responsibility for the plan for all program(s) administered. In addition, the Offeror will coordinate reinsurance agreements necessary for the administration of the program(s).

The Offeror shall provide cost containment services including, but not limited to, hospital pre-certification, utilization review, large claims case management and review of high cost outpatient services.

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

IV. PRE-PROPOSAL MEETING

There will be no pre-proposal meeting for this solicitation.

V. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for the City to evaluate the qualifications, experience, and expertise of the Offeror to perform the requested Scope of Services (*Section III*).

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The proposal should address each evaluation criteria contained in *Section X. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible but written clearly and concisely so that the City may properly evaluate the firm's capabilities to provide the required services.

The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by the documentation requested by the City. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal. The Offeror should include in their proposal the following:

- A. Cover Sheet: A completed Proposal Cover Sheet which is the first page of this RFP.
- B. Table of Contents: All pages are to be numbered.
- C. Introduction: Cover Letter on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
- D. Required Elements: The proposal submitted shall include, at a minimum, the following:

Section 1 –Narrative on the Offerors ability to provide the required Scope of Services (*Section III*). This should contain resumes that would include names, qualifications and experience of personnel to be assigned to the account.

Section 2 – Quotations (See *Section XVII. Price Quotation* for further information)

Section 3 – GEOAccess report for plan(s) proposed.

Section 4 – Disruption Analysis

A – Medical Provider Disruption Report (see providers in Attachment E.)

B – Please indicate tier of formulary as well as allowable charge for your prescription drug plan offering. See top 25 medications in Attachment E.

Section 5 – Responses to Reference Questionnaire in *Section XVIII*

Section 6 – Sample Agreements

Section 7 – Examples of management reports.

Section 8 – Examples of employee communications.

Section 9 – Examples of monthly and annual reports and/or financial statements.

Section 10 – Analysis of Repricing of Claims (provided in *Attachment E*). Please use a PPO network for purposes of the disruption and repricing analysis. Other networks may be presented as an alternative.

- E. The Offeror shall complete and return the following additional attachments:
- a. Proprietary/Confidential Information Identification Form (*Attachment A*). Note: If proprietary/confidential information is identified, Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested.
 - b. State Corporation Commission (SCC) Form (*Attachment B*) and provide as part of the proposal documents.
 - c. Insurance Requirements Form (*Attachment C*)
 - d. Exceptions to the RFP (*Attachment D*)
 - e. Federal Transportation Administration (FTA) Clauses (*Attachment H*)
 - f. System for Award Management (SAM) Form (*Attachment I*)

VI. INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Group Health Insurance Coverage RFP 2016026-FN-P**”. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors requesting the additional information in *Attachment E* must complete and sign the Confidentiality & Non-Disclosure Agreement (*Attachment F*) and submit to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7779).

Offerors shall provide four (4) paper copies and one (1) IDENTICAL digital copy (on CD or thumb drive) of the proposal documents. Note: If proprietary/confidential information is identified, Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested.

Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located in the Harrisonburg City Hall at 409 South Main Street, Third Floor, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm except City holidays (www.harrisonburgva.gov/city-holidays). Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **January 20, 2016 at 3:00pm local time**. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

*PLEASE NOTE: The City of Harrisonburg will be CLOSED on January 15, 2016 in observance of Lee Jackson Day as well as January 18, 2016 for Martin Luther King Jr. Day. Please take this into consideration when submitting questions and/or your proposal.

VII. QUESTIONS

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7779). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **January 11, 2016 at 12:00pm (noon) local time**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

VIII. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JUNE 2013)

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids 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.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Procurement Manager. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

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

PAYMENT:

1. **To Prime Contractor:**

- a. 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 purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. 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 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 the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. 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 City, 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 City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the City that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Procurement Manager or City delegated agent 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 City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.

CANCELLATION OF THE CONTRACT: The City 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.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) 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 public body, 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 (bidder/offers) 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 City 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 (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offers) 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.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT**

NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

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

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg 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 VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection 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. Link to the SCC site is <http://www.scc.virginia.gov>.

IX. MODIFICATION & WITHDRAWAL OF PROPOSAL

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply: “The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.”

X. PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluation will be based on a point scale using the following minimum selection criteria:

- A. The qualifications, experience and financial strength of the insurance carrier and their ability to provide the desired services. (20 points)
- B. Coverage area and depth of the providers and facilities under contract by the insurance carrier. (20 points)
- C. Quality and benefit programs offered. (20 points)
- D. Cost of services. Indicate various options available for providing the required services. While proposals will not be evaluated on a lowest cost basis, proposals will be evaluated for maximum services provided for minimum cost. (20 points)
- E. References from other similar sized organizations and entities that the Offeror has provided similar services to. (10 points)
- F. The overall organization, quality and completeness of the proposal, including cohesiveness, conciseness and clarity of response. (10 points)

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City. The City reserves the right to waive any informality in any proposal.

XI. CONTRACT TERM

The initial term of the contract will be for one (1) year beginning July 1, 2016. At the City's option, the contract may be renewed for up to five (5) additional (1) year terms. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services for any renewal periods shall be subject to the mutual agreement of both parties with written justification by the Offeror of any proposed price increases.

XII. AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. 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 City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Once

the selection has been made as to which Offeror will be awarded the contract, the Procurement Manager will post a Notice of Award on the City’s website at www.harrisonburgva.gov/bid-proposal-award-notifications and also on eVA at www.eva.virginia.gov.

The City intends to award to only one Offeror. The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

XIII. EXCEPTIONS TO THE RFP

All requested information in this RFP must be supplied. Offerors may take exception to certain requirements in this RFP. Any exceptions from the RFP guidelines, requirements and specifications shall be clearly identified on Attachment D and included in the offeror’s proposal. The City, at its sole discretion, may reject any exceptions or specifications within the proposal. Exceptions must be approved before the contract is signed or they are considered non-binding.

XIV. ANTICIPATED TIMELINE FOR AWARD

December 17, 2015	RFP Issuance
January 11, 2016 at 12:00pm	Written questions due to Ms. Pat Hilliard, Procurement Manager
January 20, 2016 at 3:00pm	RFP due to the City of Harrisonburg
January 20 – February 16, 2016	Review proposals
February 22 – February 26, 2016	Finalist negotiations
March 2016	Award contract
April 13 – May 13, 2016	Open enrollment begins
April 1 – April 12, 2016	Employee meetings
TBD	Enrollment information to insurance carrier
TBD	ID cards to be issued and mailed
July 1, 2016	Program begins

The above timeline is for planning purposes only and is subject to change.

XV. OTHER MATTERS

A. Ownership of Materials

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

B. Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. *Attachment A* provides a place to identify any proprietary information.

C. Insurance Requirements

See Attachment C. Insurance Requirement.

XVI. HEALTH PLAN SPECIFICATIONS

BENEFITS

See Attachment E.

CURRENT INSURER

Anthem Blue Cross/Blue Shield since 1979.

FUNDING

Self-insured (Administrative services only agreement) with a \$175,000 Specific Stop Loss.

ELIGIBILITY

City:

Full-time employees, part-time employees that meet Affordable Care Act work hour requirements, pre-65 retirees and post-65 retirees.

Schools:

Full-time employees, regular part-time employees, pre-65 retirees and post 65 retirees.

Other Agencies:

Various eligibility criteria

WAITING PERIOD

First of month following employment.

CURRENT EMPLOYER CONTRIBUTIONS

City:

All coverage tiers at 70%

Schools (Hired or enrolled prior to June 30, 2012):
All coverage tiers at 70%

Schools (Hired from July 1, 2012 through June 30, 2015):
100% of employee only premiums

Schools (Hired on or after July 1, 2015):
90% for Employee Only
32% for Employee and Child
35% for Employee and Children
38% for Employee and Spouse
44% for Employee and Family

Other Agencies:
Various contribution tiers

PARTICIPATION AS OF NOVEMBER 2015 (APPROXIMATIONS)

	Eligible	Contracts	Members
City	650	592	1,257
Schools	1,010	879	1,597
Other Agencies	275	240	433

XVII. PRICE QUOTATION

The price quotation should be based on the enclosed information and provided as follows:

- A. Current benefits as a non-grandfathered self-insured plan. The City and other agencies are to be considered into one price group. All agencies have the same benefit plan.
- B. If current plan cannot be duplicated you may provide a comparable plan of your design. All deviations must be identified. Recommended plan designs are permitted.
- C. Format
 - 1. All proposals are to be net of commissions. If commissions must be included they must be shown separately.
 - 2. All deviations from plan designs shown in RFP must be clearly identified.
 - 3. All price quotations must include underwriting exhibits including projected claims, expected provider savings, individual reinsurance fees, individual administrative costs, total expected cost, and incurred but not reported (IBNR) estimates. Mature estimates are to be included for illustrative purposes.

4. All quotes should be provided in the current format of employee only, employee and one child, employee and children, employee and spouse, employee and family, and post-65 subscriber only Medicare carveout participants. Effective July 1, 2014, the Medicare carveout program became a closed class. The City is also requesting Offerors provide solutions and alternatives for covering the pre-65 and current post-65 retiree coverage.
- D. Proposed Specific Stop Loss (SSL) proposals shall be quoted with the current \$175,000 level of coverage, as well as an option to increase SSL to \$200,000. SSL proposals should be shown on a 12/12, 18/12 and illustrative mature contract bases.
 - E. Provide a fully-insured quote based on the current benefits. The pooling level should be \$175,000.

XVIII. REFERENCE QUESTIONNAIRE

Please answer the following questions to the extent they apply to the program(s) you are offering. If the question does not apply to your program(s), please indicate such and give an explanation. Any supplemental materials or documents may be included elsewhere in the proposal. The location must be stated in the question and the document clearly identified.

A. ORGANIZATIONAL CAPABILITIES

1. ADMINISTRATION

- a. Provide a brief description of your company including size, organizational structure, business location and primary service areas.
- b. Identify the location of the claims office through which claims service would be provided for this account.
- c. Provide the name, address and phone number of the account representative or primary contact for this account.
- d. Please provide your company's most recent annual report and quarterly financial statements since the last annual report.
- e. Please report most recent industry ratings by A.M. Best, Weiss, and Standard & Poor's.
- f. Identify all third parties and subcontractors that will be involved with or assisting in the administration or re-insurance of this account.
- g. List at least three (3) firms, including public sector entities, similar in size for which you currently provide group health insurance. Include only those you have insured over two (2) consecutive years. Include firm, contact name and telephone number.

2. ENROLLMENT AND MEMBER SERVICES

- a. Describe your enrollment process. What materials are distributed at enrollment meetings? Who will be presenting the employer annual enrollment sessions?
- b. Describe your current billing procedures. Include information on the timing for

- billing/payment reconciliation and monthly changes in enrollments.
- c. How long after receipt of enrollment forms do members receive their ID cards?
- d. How do you notify a member when a provider is added or deleted from the network? How long do you give members to change PCPs if there is a deletion?
- e. Please describe the qualifications, training and experience of the customer service representatives who will answer calls from members.
- f. What are your customer service hours of operations?
- g. Describe your internet access for employer enrollment.
- h. What information is an employee eligible to retrieve from your website?
- i. Please provide the process your company uses to ensure security of employees' information.

3. CLAIMS ADMINISTRATION

- a. Are employees required to submit claim forms in-network and/or out-of-network? Describe the process.
- b. What is your average turnaround time (from receipt of a claim to the subsequent payment to the service provider) on a clean claim? An investigated claim?
- c. Do providers and employees receive payment advice or explanation of benefits? Please provide examples.
- d. What are your quality control standards for payment accuracy? How is performance monitored? Can performance results be reported to the City? Would you be willing to offer performance guarantees?
- e. How are your claims processors evaluated? Please identify the relative importance quantity vs. quality.
- f. Please identify your method of determining usual and customary (U & C) fees. How often is U & C updated?
- g. What system do you have in place to identify fraudulent claims?
- h. How does your system identify possible upcoding or unbundling of claims?
- i. How will your company assist the employer in subrogation of claims, if applicable and permissible?
- j. Provide performance standard and guarantees for claims inventory, processing of claims, ID cards to be issued and mailed and response time for answering inbound phone calls.
- k. Please describe transition of care procedures for members in the course of treatment and/or for members whom have had services or prescriptions previously approved prior to any change in carrier.

B. NETWORK MANAGEMENT

1. CONTRACTING AND QUALITY ASSURANCE

- a. Exactly what process is used in selecting providers? What formal certification is required? How often is it updated and checked?
- b. Do you have an ongoing measurement process for evaluating membership satisfaction with providers and measure the outcome of care delivered to patients?
- c. What grievance procedures are in place if a member is dissatisfied with provider

- availability or care received?
- d. What percentage of plan providers are Board certified?
 - e. What is your annual network turnover rate? Please identify for each product/network proposed.
 - f. Describe the method of reimbursement used for physicians, specialists, and hospitals.
 - g. Identify current networks of providers by inclusion of your most recent directory, including additions.
 - h. Identify all local network hospitals and their agreement effective date and length of the agreement.
 - i. Identify any and all in-hospital services not included in current networks.
 - j. For all programs offered please identify the total number of physicians participating, percentage of participation and percentage of PCPs accepting new patients.
 - k. How often and what is the process for changing PCPs?
 - l. How can the employer or employees recommend providers for possible inclusion in the network?
 - m. Please address how you would handle employees and retirees outside of your service area? Please identify those by GEOA`ccess report.
 - n. Is your HMO, PPO, or POS NCQA accredited? If not, what is the current status? Provide HEDIS information if applicable.
 - o. State your agreement terms with Sentara Rockingham Memorial Hospital (RMH) Medical Center (Harrisonburg, Virginia) and the duration of such agreement.

2. NETWORK MANAGEMENT

- a. Must PCPs receive permission before making a referral to a specialist?
- b. Under what conditions can a PCP refer a patient outside of the network?
- c. In what areas of care are centers of excellence utilized? Please identify current providers under these programs.
- d. How much advance notice is required for a provider to cancel their agreement with your company? How are participants informed?
- e. Please respond to the following in relation to type of programs offered in your proposal. Would the following claims be treated as in-network or out-of-network?
 - i. Admission of a patient to a network hospital by a non-network physician.
 - ii. Treatment of a patient by a non-network provider in a network hospital.
 - iii. Emergency treatment of a patient by a non-network provider(s).
- f. Please explain your referral process.
- g. Please explain any risk-sharing arrangements with providers and/or financial incentives or disincentives for performance.
- h. Can females self-refer to an OB/GYN? If so, under what conditions?
- i. Do you have a process for monitoring provider's administrative performance? Please explain.
- j. Do you expect any changes in participation of providers from July 1, 2016 to June 30, 2017?

C. UTILIZATION AND MEDICAL MANAGEMENT

1. What criteria do you use for determining length of stay?
2. How do you determine appropriateness of care?
3. How are emergency admissions identified and handled? What criteria are used to determine if an admission is an emergency?
4. Is mental health and substance abuse utilization review a separate functional area, or is it part of your regular medical utilization review program?
5. Who is at risk for inappropriate and /or unnecessary care? Member? Provider (if in network)? Plan Sponsor? Your Company? Please explain.
6. Please describe your continued stay process.
7. Please explain your appeals process available to members and/or providers.
8. Explain any pre-authorization of services and list such requirements.
9. Describe any wellness program(s) that are provided or assistance that may be provided.

D. OTHER

1. Please provide samples of all monthly claims and expense reports, quarterly utilization reports and network or managed care savings reports.
2. Would you be willing to offer any administrative guarantees or rate caps for the second and third years of this agreement?
3. Would you be willing to offer any specific stop loss guarantees or rate caps for the second and third years of this agreement?
4. Please provide a sample administrative services agreement, specific stop loss agreements, and other related agreements that you expect the City to sign.
5. Describe your banking arrangements for weekly payment of invoiced claims.
6. Does your specific stop loss insurance carrier provide advanced claims funding once the specific limit is met?
7. Provide examples of stop loss reports.

8. Is the maximum out-of-pocket considered to be embedded or non-embedded for coverage of employee and other family members?
9. Attachment E of this RFP contains claims information that is structured in a manner that will allow you to re-price the claims. Please use prospective pricing based on any current or near future discounts, agreements for services, or other pertinent pricing options in order to provide a clear comparison.
10. Provide network savings guarantee.



ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Name of Firm/Offeror: _____

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, as well as the page number(s), 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

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

Check this box if there are none.

Note: If proprietary/confidential information is identified, Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested.

****This document must be completed & returned with proposal submission.***



**ATTACHMENT B. STATE CORPORATION COMMISSION (SCC)
FORM**

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’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.**

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT C. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- 4.) The contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted. If the contractor has professional liability insurance on a claims made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER/OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****This document must be completed & returned with proposal submission.***



ATTACHMENT E. ADDITIONAL INFORMATION

1. **CLAIMS REPRICING FILE (EXCEL FORMAT)**
2. **CENSUS OF ENROLLED EMPLOYEES**
3. **CLAIMS EXPERIENCE – 3 YEARS**
4. **ENROLLMENT DATA – 3 YEARS**
5. **LARGE CLAIMANTS – 3 YEARS**
6. **TOP 100 PHYSICIANS BY CLAIMS DOLLARS**
7. **TOP 25 FACILITIES/HOSPITALS BY CLAIMS DOLLARS**
8. **TOP 25 PRESCRIPTIONS WITH NDC NUMBER**
9. **BENEFITS BOOKLETS FOR THE PAST 3 YEARS**

Additional information on the City's current Group Health Insurance Plan may be found in Attachments E. This information will be provided upon request only. To request access to this information, interested Offerors must read and complete Attachment F. Confidentiality & Non-Disclosure Agreement and return to Ms. Pat Hilliard, Procurement Manager, via email at Purchasing@harrisonburgva.gov. Attachments requested will then be emailed back to the interested Offeror.



ATTACHMENT F. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (the "Agreement") is made and entered into this ___ day of _____, 201__ by and between the City of Harrisonburg, Virginia, a Virginia municipal corporation, (the "City") and the undersigned recipient of certain Confidential Information ("the Recipient") for the purposes of preventing the unauthorized disclosure of Confidential Information.

- A. The City issued Request For Proposal (RFP) Number 2015026-FN-P for Group Health Insurance Coverage. Recipient is considering submitting a proposal in response to the RFP and has requested that the City provide certain personal information regarding employees of the City.
- B. The City has agreed to provide such information provided the Recipient agrees to the following conditions:
 1. Confidentiality and Non-disclosure. The Recipient agrees that all information, records and/or documents provided by the City to Recipient which contains Confidential Information shall remain confidential and that Recipient shall not make any unauthorized use or disclosure of any such information disclosed by the City. Confidential Information shall include, but not be limited to, personal information of the City employees or its Contractors.
 2. Obligations of Recipient. Recipient agrees that the Confidential Information provided by the City shall be used only in the consideration and/or preparation of a response by Recipient to the RFP. Recipient acknowledges and agrees, except if required by judicial or administrative order, trial or other governmental proceeding pertaining to this matter, that it will not use, duplicate or divulge to others any Confidential Information disclosed to Recipient by the City without first obtaining the prior written permission from the City.
 3. Term. The non-disclosure provisions of this Agreement shall survive the awarding of a contract pursuant to the RFP. At the time of the awarding of a contract pursuant to the RFP, Recipient agrees to destroy all copies, whether written or electronic, of the Confidential Information. Recipient's duty to hold Confidential Information in confidence shall remain in effect until the City notifies the Recipient in writing, releasing the Recipient from this Agreement.
 4. Remedies. Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the personal information provided by the City, and expressly agrees that monetary damages would be inadequate to compensate the City for any breach of any covenant or agreement set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the City and its employees and its Contractors, and that, in addition to any civil and/or criminal sanctions or penalties, the City, and any of its employees and its Contractors shall be entitled to obtain injunctive relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages. Recipient shall be responsible for all damages resulting from such violation, including but not limited to, the cost of notification and shall indemnify and hold harmless the City, its office's, employees and elected officials, of any damages resulting form a breach of this agreement.
 5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, with venue for any action arising hereunder proper only in the Circuit Court of Rockingham County, Virginia.

Agreement as of the date first above written.

City of Harrisonburg, Virginia
 Signature: Pat Hilliard
 Name: Pat Hilliard, CPPB
 Title: Procurement Manager
 Address: 409 South Main Street, Third Floor
Harrisonburg, VA 22801

Contractor/Employee
 Signature: _____
 Name: _____
 Title: _____
 Address: _____



ATTACHMENT G. SAMPLE STANDARD CONTRACT RFP

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

Dated: _____

If applicable, any Official City Addenda:

#1, dated: _____

- (3) The Contractor’s Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

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

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____

By: _____

Title: _____

Title: _____

****Note: This form is just for reference and is NOT required to be submitted with your proposal.***



ATTACHMENT H. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES

Third party contract clauses are required per FTA Circular 4220.1F, 11/01/2008, Revised, 04/14/2009.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO THIRD PARTY CONTRACT RECORDS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

CHANGES TO FEDERAL REQUIREMENTS

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

49 U.S.C. Part 18

[FTA Circular 4220.1F](#)

Termination for Convenience (General Provision) The City of Harrisonburg may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the

Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Harrisonburg to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Harrisonburg, the Contractor will account for the same, and dispose of it in the manner the City of Harrisonburg directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Harrisonburg may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Harrisonburg that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Harrisonburg, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The City of Harrisonburg in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Harrisonburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City of Harrisonburg setting forth the nature of said breach or default, the City of Harrisonburg shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Harrisonburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that the City of Harrisonburg elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Harrisonburg shall not limit the City of Harrisonburg's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Harrisonburg may terminate this contract for default. The City of Harrisonburg shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will

only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

CIVIL RIGHTS (TITLE VI, EEO, ADA)

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .1%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Harrisonburg deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Harrisonburg. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City of Harrisonburg, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Harrisonburg.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Harrisonburg requests which would cause the City of Harrisonburg to be in violation of the FTA terms and conditions.

SUSPENSION AND DEBARMENT

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Harrisonburg. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Harrisonburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

49 CFR Part 18
FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Harrisonburg's attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the attorney. In connection with any such appeal, the Contractor shall be afforded an

opportunity to be heard and to offer evidence in support of its position. The decision of the attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by HDPT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between HDPT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which HDPT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by HDPT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph (2)

herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR

42 U.S.C. 7401 *et seq*
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

****This document must be completed & returned with proposal submission.***



ATTACHMENT I. SYSTEM FOR AWARD MANAGEMENT [SAM] FORM

WHAT IS SAM?

The **System for Award Management** (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the link provided below. User guides and webinars are available under the Help tab. You must have an active registration in SAM to participate in this procurement.

<https://www.sam.gov/portal/SAM/#1>

System for Award Management – [SAM] registration information:

The undersigned Offeror:

is registered in SAM – provide DUNS Number _____

is in process of registering in SAM - provide DUNS Number _____

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This document must be completed & returned with proposal submission.***