



Loudoun County, Virginia

REQUEST FOR PROPOSAL

AFFORDABLE CARE ACT (ACA) MANDATORY EMPLOYER REPORTING SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., August 26, 2019 "Atomic" Time

RFP NUMBER: RFQ 101782

ACCEPTANCE
PLACE: Department of Finance and Procurement
Division of Procurement
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Diane C. Smith
Assistant Purchasing Agent
(571) 258-3190
(703) 771-5097 (Fax)

E-mail address: Diane.Smith@loudoun.gov

This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: July 24, 2019

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS
SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

AFFORDABLE CARE ACT (ACA) MANDATORY EMPLOYER REPORTING SERVICES

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE.....	3
2.0 COMPETITION INTENDED	3
3.0 BACKGROUND INFORMATION	4
4.0 OFFEROR'S MINIMUM QUALIFICATIONS	5
5.0 SCOPE OF SERVICES	5
6.0 TERMS AND CONDITIONS.....	8
7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS	23
8.0 PROPOSAL SUBMISSION FORMAT	24
9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS	25
10.0 PROPOSAL SUBMISSION FORMS.....	33

Prepared By: /s/Diane C. Smith
Assistant Purchasing Agent

Date: July 24, 2019

AFFORDABLE CARE ACT (ACA) MANDATORY EMPLOYER REPORTING SERVICES

1.0 PURPOSE

The intent of this Request for Proposal is for the County of Loudoun, Virginia (County) to obtain firm fixed pricing for the delivery of reporting services for the Affordable Care Act (ACA) mandatory employer reporting requirements. Specifically to:

- 1.1 Provide complete administration for the Affordable Care Act's (ACA) reporting requirements (IRS 6055 / 6056);
- 1.2 Provide an on-line tool that has the ability to assist in the administration of varying measurement periods, administrative and stability periods, and track eligibility status as defined by legislation for new and current employees;
- 1.3 Provide consultative services related to ACA reporting and compliance to assist the County in meeting its obligations under ACA which includes such tasks as determining employee classifications, offering sample employee communications and forms, and conducting a risk analysis specific to the County;
- 1.4 Collect necessary health plan enrollment data from multiple sources, including the County's Human Resources Information System (HRIS).
- 1.5 Analyze data, assign, and track correct ACA codes;
- 1.6 Complete and submit new tax forms electronically to the Internal Revenue Service (IRS) with detailed information about health plan coverage of all individuals eligible for employer sponsored coverage in accordance with the Affordable Care Act Employer Mandate and related regulations (IRS Forms 1094-C, 1095-C, 1095-B and fully complying with Internal Revenue Code (IRC) Section 6055 (Self-Insured employer);
- 1.7 Complete and mail individual written statements, in compliance with IRC Section 6055, to all employees, retirees, dependents, and other categories of individuals eligible for employer sponsored coverage;
- 1.8 Have the ability to identify potential noncompliance issues on a real-time basis including trending information to predict areas of risk; and
- 1.9 Provide on-going data management, reporting, administration, and compliance support.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such

notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

Loudoun County is governed by a County Administrator and a nine (9) member County Board of Supervisors. Other County elected officials include a Commissioner of Revenue, Treasurer, County Clerk, Commonwealth Attorney, and Sheriff, who in conjunction with administration provide a full range of associated governmental services. County Government consists of thirty-two (32) departments with multiple locations throughout the County and a diverse workforce including public safety (Fire & Rescue, Loudoun County Sheriff's Office). The County employs approximately 3,842 employees (not including temporary election workers and instructors). The County services a constituent population estimated at 402,561 residents with an annual budget of \$3.2 billion (County government and school system for Fiscal Year 2020).

The County provides medical, prescription drug, dental and vision coverage to regular part-time employees who are authorized to work 20+ hours per work week, regular full-time employees authorized to work 30+ hours per work week and temporary employees, with a length of employment longer than 90 days who are authorized to work 30+ hours per work week. Eligible employees may also enroll their legal dependents including spouses as defined by the Commonwealth of Virginia and children up to the age of 26.

The County's Health Plan is self-insured and is administered in accordance with Section 125 of the Internal Revenue Code. Employees become eligible on the first day of the month following their date of hire.

The County-sponsored Health Plan consists of four (4) medical plan options – Cigna Point-of-Service, Cigna Open Access Plus, and Cigna Consumer Driven Health Plan with either a Health Savings Account or a Health Reimbursement Arrangement. The medical plans are bundled with prescription drug coverage which is administered by Express Scripts. Employees may also elect to enroll in a bundled dental and vision plan administered by Delta Dental of Virginia and Davis Vision, respectively as well as Health Care and Dependent Care Flexible Spending Accounts administered by Flexible Benefits Administrators, Inc.

Approximately 3,688 active employees are eligible to enroll in the health plan and about 528 retirees are enrolled in the Retiree Health Plan consisting of both pre-65 and Medicare eligible retirees and their eligible dependents. Annual Open Enrollment takes place during the month of November for coverage to be effective for the next Plan year, January 1 through December 31. Employees enroll and make coverage changes through Oracle's Employee Self-Service which maintains enrollment data to include plan type, coverage tier, dependent, and general information. Enrollment and data maintenance files are sent to health plan vendors on a weekly basis. COBRA enrollment is maintained through a third party vendor.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 4.1 Offerors must demonstrate that they are financially stable and that they have been in business providing similar service for at least the last five (5) years. The offeror shall provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
- 4.2 Offerors shall provide, at a minimum, three (3) comparable references of current work being performed. These references must be for entities similar in size to the County for which ACA Mandatory Reporting services have been provided successfully on a consistent basis.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

5.1 Enrollment Data Collection, Analysis and Assignment of Correct ACA Codes

- A. The Contractor shall collect and maintain enrollment data for employees and eligible dependents from Loudoun County's HRIS and third-party administrators. The Offeror will also work directly with the County's vendor partners to collect necessary data on COBRA beneficiaries.
- B. The Contractor is responsible for all interfaces, integration and analysis of necessary information, and communication once the County delivers the necessary individual health coverage information.
- C. In consultation with the County, the Contractor shall assign applicable ACA codes for each month of coverage based on the individual's status for each month of any calendar year during which this Contract is active, beginning with calendar year 2019 and thereafter.
- D. The Contractor shall capture data elements necessary for the reporting under the ACA in an accurate and timely manner.
- E. The Contractor shall provide an online tool that is able to assist in the administration of measurement periods, administrative periods, and stability periods for new and current employees, if requested.
- F. The Contractor shall possess the capability to compile data that may include employees with multiple jobs with the same employer.
- G. The Contractor shall account for employees who must be treated as new, ongoing, variable hour, full-time, part-time, and/or seasonal employees under ACA for purposes of applying the measurement

method and periods for determining eligibility of health benefits.

- H. The Contractor shall contact the County to clarify information and confirm data as necessary.
- I. In consultation with the County, the Contractor must have the ability to capture necessary data elements to assign applicable ACA codes for each month of coverage based on the individual's status for each month of any calendar year during which this Contract is active, beginning with calendar year 2019. This also includes the ability to analyze and report on employees with multiple jobs under the same employer.

5.2 Submissions to the Employees Requirements

- A. Using the required and established format provided by the IRS, the Offeror shall create, print, and deliver a completed 1095-C to employees and individuals in other categories, as required, in accordance with IRC Section 6055 (IRS Forms 1094-C, 1095-C, and 1095-B as appropriate) accompanied with an introduction letter.
- B. At a minimum, the introduction letter shall explain the purpose for the form and how it is used for IRS reporting. The letter shall include phone number to a call center that will assist employees with questions and or instructions to request additional copies of their form.

5.3 Submission to IRS Requirements

- A. The Contractor shall create and submit to the IRS and any other applicable agency, Form 1094-C Transmittal of Employer-Provided Health Insurance Offer and Coverage Information Returns, along with the 1095-C Forms.

5.4 Maintenance of Data and Administrative Support Requirements

- A. The Contractor Shall Provide On-Going Data Maintenance, Appeals Support and Administration.
- B. Coordinate with the County and the County's third-party administrators to update database information on an ongoing basis for annual IRS reporting, to include changes/additions/deletions.
- C. Work collaboratively with the Office of Marketplace Eligibility Appeals (OMEA) to respond quickly to exchange requests resulting from reporting of IRS Forms 1094-C and 1095-C within the established appeal window. Manage the appeals process, provide validation of incoming IRS penalty notices and assistance in response generation.
- D. Maintain a call center for toll-free phone inquiries (8:00am to 5:00pm, Monday – Friday). The Offeror's phone number shall be the only number provided to individuals for questions related to the IRS Form 1095-C. The Offeror shall provide the call center staff with frequently asked questions and standardized responses to ensure consistency.

- E. Track varying measurement periods, such as initial, standard, stability and other applicable periods and provide the County of notification of employees who become eligible for coverage under the ACA if requested
- F. Ability to provide on-demand reporting and data results to the County upon request.

5.5 Federal and State Laws Compliance

The Contractor shall comply with all applicable federal, state, and local laws including, but not limited to, the Patient Protection and Affordable Care Act and the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules. The Contractor shall be required to sign a Business Associate Agreement (refer to Attachment A).

5.6 Data Security Requirements

- A. The Contractor shall provide SAS70 (SSAE16) report annually.
- B. Contractor's data center shall be SOC compliant.
- C. The Contractor shall secure and encrypt all sensitive data.
- D. The Contractor's website access shall be secured, using latest secure technology.
- E. The Contractor shall have a secure audit trail which consists of, but not limited to, data access and changes made to the County enrollment data.

5.7 Account Management and Communications Requirements

- A. The Contractor shall assign a designated Account Manager with responsibility and authority to take all necessary steps to ensure that County expectations are met and to solve all professional performance, invoicing, and other conflicts that may arise.
- B. Contractor shall assign an implementation leader to manage the implementation process and to coordinate member communications with County staff.
- C. The Contractor shall provide best practices for employee communications and notifications.
- D. Performance guarantees may be based on a format that the Contractor recommends. However, the format must be acceptable to the County and must be tracked and reconciled at the end of each performance period.

5.8. Training Requirements

The Contractor shall provide training and ongoing support to the appropriate County staff on processes, procedures, and capabilities of the contracted services and systems.

5.9 Transition Requirements

Upon termination and or expiration of the terms of this Agreement, the Contractor shall work with the new Contractor and/or the County to transfer all pertinent data and records without delay and or interruption of service.

6.0 **TERMS AND CONDITIONS**

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

6.2 Term

The Contract shall cover the period from November 1, 2019 through October 31, 2020, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term.

6.3 Quantities

The quantities specified in this Agreement are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Agreement period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Agreement, or relieve the Contractor of its obligation to fill all orders placed by the County.

6.4 Contractor Delays and Deficient Performance

Time is of the essence. The Contractor must keep the County advised at all times of the status of Contractor's performance under the Agreement. If a delay in performance is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to perform its contractual obligations within the time period specified in the Agreement, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to cure its deficient performance as required by the County, the County may terminate this Agreement as set forth in section 6.26 below.

6.5 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS). This MSDS will be reviewed by the County, and if approved, the materials, product, or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

6.6 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's Business, Professional, and Occupational Licensing (BPOL) Tax Ordinance throughout the entire term of the Agreement including any renewals.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.7 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Agreement or Agreement renewal.

6.8 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the Agreement.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
- C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
 2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis
 3. Automobile Liability:

Combined Single Limit:	\$1,000,000
------------------------	-------------
- D. The following provisions shall be agreed to by the Contractor:
1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the

Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Agreement, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Contractor agrees to provide insurance issued by Companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

- b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers, and employees shall be named as "additional insureds" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
- 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of the liability provisions of the Agreement.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Agreement.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.9 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Agreement. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.10 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

6.11 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

6.12 Notice of Required Disability Legislation Compliance

The County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.13 Ethics in Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that

the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.14 Employment Discrimination by Contractors Prohibited

Every Agreement of over \$10,000 shall include the following provisions:

- A. During the performance of this Agreement, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.15 Drug-Free Workplace

Every Agreement over \$10,000 shall include the following provisions:

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

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

6.16 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

6.17 Immigration Reform and Control Act of 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.18 Substitutions

NO substitutions or cancellations are permitted after Agreement award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.19 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.20 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.21 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

6.22 Invoicing and Payment

Upon delivery and acceptance of the equipment and/or service, the Contractor shall submit an invoice detailing the appropriate charges.

Any invoice for final payment under the Agreement must be submitted within thirty (30) days after completion or delivery.

Invoices shall be submitted to the following mailing address or by email to: benefits@loudoun.gov:

County of Loudoun, Virginia
Department of Human Resources
Attn: Benefits Division
P.O. Box 7000
Leesburg, VA 20177

Physical Address:

1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any invoice items are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers; and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.23 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Agreement, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

6.24 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.25 Termination

Subject to the provisions below, this Agreement may be terminated by the County as follows.

A. Termination for Convenience

The County may terminate this Agreement, in whole or in part, at any time without cause upon giving the Contractor a thirty (30) day advance written notice of such termination. Following the notice, the Contractor shall prepare for the termination by mitigating any losses it may incur to the extent practicable. Upon expiration of the thirty (30) days and unless otherwise agreed by the parties in writing, the Contractor shall immediately cease its performance of the Agreement and take such steps as County may require to assign to the County the Contractor's interest in all warranties, subcontracts, and purchase orders designated by County. After such steps have been taken by the Contractor to the satisfaction of the County, the Contractor shall receive the amounts due for all work performed and accepted by the County pursuant to the Agreement through the date

of termination. In addition, the parties may negotiate reasonable termination costs actually incurred by the Contractor as a direct result of the termination.

B. Termination for Cause

In the event Contractor fails to perform one or more of its obligations pursuant to the requirements of this Agreement, is adjudged bankrupt, or fails to comply with any law, regulation, or ordinance applicable to Contractor's performance, the County may terminate this Agreement for cause. However, prior to terminating for cause, the County shall provide Contractor an opportunity to cure its performance by providing a written notice to cure. In the event, Contractor fails to cure its performance within the time period provided in the cure notice, the Contractor shall be notified that the Contract is terminated effective immediately. The Contractor shall reimburse the County for all damages incurred by the County as a result of Contractor's failure to perform pursuant to the terms of the Agreement including, but not limited to, County's purchase of items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. In the event that there is a balance the County owes to the Contractor from under the Agreement or from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment. The Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

6.26 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of its intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. Contractor's failure to provide timely notice of a claim will be deemed a waiver of that claim.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.27 Warranty

Contractor warrants that the goods furnished hereunder shall conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and to the extent not manufactured pursuant to detailed designs furnished by the County, free from defects in design. The County's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

In addition to any specific warranty required by the Agreement documents, Contractor warrants all work against defects in material and workmanship for a period of one (1) year from the date of acceptance, unless specified otherwise. Contractor shall secure and assign to the County all written warranties of equipment or materials furnished to the Contractor or its subcontractors by any manufacturer or supplier.

All periods of warranty, and periods of manufacturers' product and/or equipment warranty shall commence on the date of acceptance of the goods and shall extend for a minimum period of one (1) year thereafter.

All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, customer agencies, and users of the goods and services.

6.28 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.29 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service

of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.30 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR

TO COUNTY ((a) and (b)):

Division of Procurement
1 Harrison Street, S.E., 4th Floor
Leesburg, VA 20177
Attn: Diane C. Smith

TO COUNTY (c) :

Division of Procurement
P.O. Box 7000
Leesburg, VA 20175
Attn: Diane C. Smith

With copy to:

Department of Human Resources
P.O. Box 7000
Leesburg, VA 20175
Attn: Benefits

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

6.31 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Agreement.

6.32 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into an Agreement with the

County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The County may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.33 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Agreement.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

6.34 Background Checks

The Contractor shall obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

6.35 Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.36 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific

to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.37 Survival Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.38 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- 7.1 Credentials and experience of firm and key personnel to be assigned to the project (30 points)
- 7.2 Demonstrated ability to meet and/or exceed all requirements (30 points)
- 7.3 Overall quality and completeness of proposal (and interview, if applicable) (5 points)
- 7.4 Work plan and time line for completion. (10 points)
- 7.5 Compliance with Terms and Conditions (5 points)

7.6 Cost of services (20 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

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

8.1 Credentials and related experience

- A. Provide a brief history and description of your firm. Include information regarding experience with any governmental entities.
- B. Indicate the length of time your firm has been providing employee benefits solutions, administration, and compliance services.
- C. Include with your proposal, a list of at least three (3) references for whom similar services have been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

8.2 Demonstrated ability to meet and exceed all requirements.

- A. Provide an outline, in writing, describing how your firm will meet each of the requirements listed in Section 5.0, Scope of Services.
- B. Provide examples of performance guarantees with organizations similar in size to the County.
- C. Describe the current workload of the key staff to be assigned to this account, if awarded.
- D. Describe any data input requirements related to integration of client data into your tool.
- E. Describe your capability to support IRS Sections 6055 and 6056 reporting.
- F. Describe the data fields you will require in order to perform the services.

- G. Describe internal controls and audit trail as well as reporting for user access and use of the system(s).
- H. Describe your plan to protect data, related reporting, analytics, and other intellectual property.
- I. Please indicate whether you have a formal information security program in place and the process in the event of a security breach, specifically pertaining to the protection of members whose data may have been compromised.

8.3 Implementation & Transition Plan

- A. Provide a detailed project plan and implementation timeline and your firm's ability to meet the ACA reporting deadlines.
- B. Provide a detailed plan on how Offeror will transfer back all data and records necessary to Loudoun County in the event of termination or at the end of the Contract.

8.4 Compliance with County Contract Terms and Conditions

- A. State your firm's compliance with the Contract Terms and Conditions as listed in Section 5.0. Specifically list any deviations.
- B. Detail the process for performing audits and the frequency in which they are performed.

8.5 Cost of services

- A. Provide the annual cost for services, to include a breakdown of fees associated with the implementation, reporting and ongoing training and administration on the Attachment B – Pricing Schedule.
- B. Detail available service enhancements and all associated costs in a separate page.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on August 26, 2019. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be submitted via US Mail to the County of Loudoun, Division of Procurement, PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to County of Loudoun, Division of Procurement, 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail should allow *at least* an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution).
- H. Each offeror shall submit one (1) original and five (5) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received *by 12:00 p.m. August 12, 2019*. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Completion

Proposal must show number of calendar days required to complete the project or services under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule.

Unrealistically short or long completion promised may cause proposal to be disregarded.

9.4 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.5 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, **pursuant to § 2.2-4342 of the Code of Virginia, 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. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.7 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.8 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.9 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.11 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.16 Work Plan

The offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of County and offeror resources, according to skill level. All deliverable items should be identified and described.

9.17 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner

necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.18 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

9.19 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.20 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.21 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.22 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.23 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.24 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.25 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

9.26 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



RFQ 101782

Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

10.0 PROPOSAL SUBMISSION FORMS
AFFORDABLE CARE ACT (ACA) MANDATORY EMPLOYER
REPORTING SERVICES

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agree to provide the requested services as defined in Request for Proposal No. QQ-01xxx for the price as stated in the price proposal.

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM: INCLUDED: (X)

1. W-9 Form: _____
2. Certificate of Insurance: _____
3. Addenda, if any (Informality): _____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM: INCLUDED: (X)

1. Addenda, if any: _____
2. Payment Terms: _____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form: _____
4. Minimum Qualification Documentation: _____
5. Proposal Submission Format (8.0): _____
6. Attachment A – HIPAA BAA: _____
7. Attachment B – Pricing Schedule: _____

8. References: _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.6): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 101782

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

RFQ 101782

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOCG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

ATTACHMENT A



COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the **1st of November, 2019** by and between the County of Loudoun, Virginia (herein referred to as “Covered Entity” or “County”) and (**Enter Entity name**) (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of **November 1, 2019**.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Human Resources, Benefits Program** as a **health care component administrator of a health plan** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

1. Definitions:

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.

- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.
- (c) HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

2. Obligations and Activities of Business Associate:

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (d) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware.
- (e) Business Associate agrees that in the event of a breach to provide the County within 10 calendar days of discovery of the breach with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached. Business Associate agrees to provide all other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (f) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (g) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (h) Business Associate agrees to make available protected health information in a designated record set to the County as necessary to satisfy the County’s obligations under 45 CFR

§164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1). Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within 5 calendar days.

- (i) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or individual's designee's request to amend information in a designated record set to the County within 5 calendar days.
- (j) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days.
- (k) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (l) Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate:

- (a) Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County Flexible Spending Account, COBRA Programs Administration and Retiree Billing and Collection Services provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements:
 - (i) Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
 - (ii) Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the County except for the specific uses and disclosures set forth in (e) below.

- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.
- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

4. Term:

- (a) Term: This BA Agreement shall be effective as of **November 1, 2019** and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

5. Termination:

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either
 - i) provide an opportunity for Business Associate to cure the violation, or ii) terminate this BA Agreement.
- (b) Obligation of Business Associate Upon Termination:
 - (i) Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:
 - (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to the County the remaining protected health information;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retransmits the protected health information;
 - (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under Permitted Uses and Disclosures by Business Associate which applied prior to termination; and
 - (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

6. Miscellaneous:

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.
- (c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
Entity Name	Department of Human Resources
Address	P.O. Box 7000
Address	Leesburg, VA 20177
Phone number	
Contact name	

Agreed: _____ Date: _____

Signature

Title: _____
[Insert Title]

Agreed: _____ Date: _____

Signature

Title: _Director of Human Resources_____

****Original retained at the Procurement Office**

Copy to Department of Human Resources, Benefits Division

ATTACHMENT B

PRICING SCHEDULE

An itemized pricing schedule should be provided as indicated below, and should be inclusive of all services described. The County will utilize this information for scoring and comparative purposes only. The final pricing schedule will be negotiated between the offeror and the County.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Initial Implementation Fee (if applicable)	1	\$ _____ (one-time)	\$ _____
2.	ACA Management Annual Fee, inclusive of all services, excluding mailing of forms and electronic submission of information to the IRS	4,200	\$ _____ (per reportable individual, per year)	\$ _____
3.	Form Fees:			
	a. Form 1095-C distribution to all reportable individuals (including corrected forms)	4,200	\$ _____ (per form)	\$ _____
	b. Form 1094-C submission electronically to the IRS	1	\$ _____ (per form)	\$ _____
4.	Training Costs (if applicable), daily	1	\$ _____ (day)	\$ _____
5.	Annual Maintenance/Support (if applicable)	Year 2		\$ _____
		Year 3		\$ _____
		Year 4		\$ _____
		Year 5		\$ _____
				\$ _____
EVALUATION GRAND TOTAL				\$ _____