

REQUEST FOR PROPOSALS

ISSUE DATE: October 22, 2010
TITLE: Medicare Eligibility Determination Services
RFP NUMBER: OHB 10-02
ISSUING AGENCY: Commonwealth of Virginia
Department of Human Resource Management
James Monroe Building, 13th Floor
101 North 14th Street
Richmond, Virginia 23219
PERIOD OF CONTRACT: From February 1, 2011 through January 31, 2014 with three renewal options.

Sealed proposals for furnishing services described herein will be received subject to the conditions cited herein until 2:00 p.m., December 17, 2010.

All Inquiries Must Be In Writing And Should Be Directed To:

Mr. Dan Hinderliter
Department of Human Resource Management
James Monroe Building, 13th Floor
101 North 14th Street
Richmond, Virginia 23219
Dan.hinderliter@dhrm.virginia.gov

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Request for Proposals, and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish materials and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

_____ Date: _____
_____ By: _____
_____ (PRINTED NAME)
_____ (SIGNATURE IN INK)
_____ Zip Code: _____ Title: _____
Fax Number: () _____ Telephone: () _____

PRE-PROPOSAL CONFERENCE: An Optional pre-proposal conference will be held on November 17, 2010, 10:00 a.m. at the James Monroe Building Room B. (Reference Paragraph 4.9)

1.0 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to secure services which would result in identification of Medicare eligibility for Commonwealth of Virginia Health Benefits Program and The Local Choice (TLC) program participants. This will be used to comply with the requirements of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 to provide disclosure of creditable drug coverage to Medicare Part D Eligible Individuals by entities that provide prescription drug coverage to Medicare beneficiaries, but it will also allow identification of participants who should have Medicare as their primary health plan coverage based on Medicare Secondary Payer guidance. This would include:

- Retirees, long-term disability participants, survivors, and their covered dependents who are no longer covered under the program based on current employment;
- Active employees and their covered dependents who are eligible for Medicare due to End Stage Renal Disease and have exhausted their coordination period;
- Extended Coverage/COBRA qualified beneficiaries who are entitled to Medicare prior to their Extended Coverage election;
- The Local Choice (TLC) active participants age 65 and older in groups with less than 20 employees;
- The Local Choice (TLC) active participants who are under age 65 and have Medicare due to disability in groups with less than 100 employees.

The cost containment and avoidance objective of obtaining these services is to ensure that the Commonwealth of Virginia Health Benefits Program and The Local Choice do not make primary payment for any health plan claims that should be paid by Medicare. In turn, this will ensure appropriate primary payment in order to avoid or resolve any Medicare Secondary Payer demands and associated interest liabilities, all to the benefit of the Program and its participants.

1.2 Background

The Department of Human Resource Management (the Department) is the authorized agent of the Governor in administering the State Health Benefits Program for active employees, Extended Coverage/COBRA qualified beneficiaries, and retirees (including service retirees, disability retirees, long-term disability participants and survivors). There are approximately 83,000 active employees and 700 Extended Coverage/COBRA participants who could be eligible for Medicare and 11,000 retiree group participants, including dependents, who have not been identified as eligible for Medicare.

The Department tracks Medicare eligibility due to age such that participants not covered due to current employment who reach age 65 are identified as being eligible for Medicare. At that time, unless they elect to discontinue participation, those identified participants are moved to the state's Medicare supplemental plan. However, the Program relies on notification from participants and the result

of its Voluntary Data Sharing Agreement with the Centers for Medicare and Medicaid Services to identify Medicare eligibility prior to age 65. Move to Medicare primary coverage occurs prospectively upon identification of Medicare eligibility for those not covered due to current employment, regardless of Medicare enrollment. Claims that have already been paid as primary in error are adjusted within Medicare's filing limitations, but claims already paid for services that will not be covered by Medicare are not reversed.

The Department also administers The Local Choice (TLC) program, which is a health benefits plan offered to localities statewide. This includes 235 member groups covering approximately 23,000 active employees and 200 retirees who have not been identified as eligible for Medicare. These groups can vary greatly in size from less than 20 to several thousand, thereby creating potential differences in coordination of benefits with Medicare. Currently, eligibility for these groups is not electronically maintained by the Commonwealth of Virginia, but plans are to have this capability in the near future, thereby allowing for application of the proposed services.

1.3 General Description

The Commonwealth of Virginia offers a self-funded plan to all active employees and retiree group participants who have not been identified as being eligible for Medicare based on their address of record, including two claims administrators. There are also optional benefits that can be added to the basic coverage. Retiree group participants who become eligible for Medicare may elect to continue their coverage in a Medicare supplement plan (Advantage 65) to which a Medicare Part D Employee Group Waiver Plan and a dental/vision rider may be attached.

1.4 Policy Regarding Participation of Small, Women, and Minority Owned Businesses

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

All information requested by this RFP on the ownership, utilization, and planned involvement of small businesses, women owned businesses, and minority owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency will require prompt submission of missing information after the receipt of vendor proposals in order for a non-compliance proposal to be considered.

1.5 Appendices

Appendix 1 is the current standard contract.

2.0 PROGRAM REQUIREMENTS

- 2.1 The Commonwealth of Virginia is seeking proposals for the following services:
- 2.1.1 Offeror will maintain and ensure compliance with the Voluntary Data Sharing Agreement (VDSA) with the Centers for Medicare and Medicaid Services.
 - 2.1.2 Through VDSA, offeror will identify active, retired and COBRA participants who are eligible for Medicare, including date of Medicare eligibility and enrollment in Parts A, B and D, the reason for eligibility, and the ESRD coordination period, if applicable. This will be used to ensure appropriate Medicare primacy and to provide Medicare Part D Creditable Coverage Notices to Medicare-eligible active plan participants. Data should be available to DHRM in an Excel spreadsheet format within a week of receiving the file from CMS.
 - 2.1.3 Offeror will work with claims administrators to retract primary payments made in error due to failure in timely moving participant to Medicare-primary coverage; offeror will also coordinate with health plan to re-file claims with Medicare per program provisions and within Medicare time limits.
 - 2.1.4 Offeror will resolve any IRS/SSA/CMS Data Match requests generated in error (VDSA should meet this obligation).
 - 2.1.5 Offeror will monitor activities of MSPRC to ensure that the Commonwealth of Virginia Health Benefits Program is in compliance with MSP processes, and offeror should keep the Program informed of any changes affecting the process.
 - 2.1.6 Offeror will work with the CMS, MSPRC, the program and the health plans to ensure that Primary Payment Notices and Medicare Secondary Payer Demands are sent to the Department of Human Resource Management (DHRM), as plan administrator, and not to individual state agencies.
 - 2.1.7 Offerors will assist Medicare-primary participants who have failed to enroll in Medicare Part B with a Disability Special Enrollment, thereby eliminating or reducing any premium surcharge/penalty and allowing for filing of claims for primary Medicare coverage.
 - 2.1.8 Offerors will respond to and resolve Medicare Secondary Payer Demand Letters, Intents to Refer to the Department of Treasury and subsequent collection activities on behalf of DHRM and state agencies. This will include developing a process for responding to Primary Payment Notice requests.

- 2.1.9 Offeror should be able to administer a program to identify participants who may be eligible for Social Security disability, assist with application, and ensure that Medicare becomes the primary payer immediately upon eligibility.

2.2 Reporting Requirements

- 2.2.1 Medicare Eligibility – Quarterly report of participants eligible for Medicare
- 2.2.2 Claims Dollars Recovered – Monthly report of primary payments recovered and net savings to the program.
- 2.2.3 MSP Summary – Monthly report of MSP open cases, resolved cases and the amount of any claims paid or recovered.
- 2.2.4 Monthly report of Disability Special Enrollments
- 2.2.5 Annual Summary of all Reporting Criteria

3.0 DELIVERABLES

3.1 Utilization of Small Businesses and Businesses Owned by Women and Minorities.

See Exhibit ONE for the format of this report. This **must** be completed, signed and returned with all proposals

4.0 PROCUREMENT PROCEDURES

4.1 Method of Award

- 4.1.1 The Department shall select two or more Offerors deemed to be fully qualified and best suited among those Offerors submitting proposals, unless the Department has made a determination in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration. The selection of Offerors will be based on the evaluation factors included in this RFP. Negotiations shall be conducted with the selected Offeror(s). Price shall be considered when selecting finalists for negotiation, but shall not be the sole determining factor.
- 4.1.2 After negotiations have been conducted with each selected Offeror, the Department shall select the Offeror which, in its opinion, has made the best proposal. The Department shall award the contract to that Offeror. The Department may cancel this RFP, or reject proposals at any time prior to an award. The Department is not required to furnish a statement of the reason why a particular Offeror was not deemed to have made the best proposal (Section 2.2-4359, Code of Virginia).
- 4.1.3 Should the Department determine in writing, and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more

highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- 4.1.4 The contract will incorporate by reference all the requirements, terms and conditions of this RFP and the Contractor's proposal, except as either or both may be amended through negotiation. All statements and representations, written or verbal, relating to the award of this and renewal contracts must be construed to be consistent with the following.

4.2 Submission of Written Proposals

- 4.2.1 All proposals must be in the form requested. The data required on the schedules submitted in response to this RFP are subject to verification. Material errors shall be a basis for rejecting such a proposal. An original, and five copies shall be delivered in a sealed envelope, and labeled as a proposal, with the words "Do Not Open" and Medicare Eligibility Determination Services prominently displayed on the face of the envelope. Additionally, each offeror shall include a CD-Rom with an electronic version of their proposal, labelled as follows: "the company name, RFP OHB10-02 Redacted Version". The redacted electronic version shall contain all information included in the original submission with the exception of "proprietary and confidential information". Proposals must be received no later than 2:00 p.m. on December 17, 2010 by:

Mr. Dan Hinderliter
Department of Human Resource Management
James Monroe Building, 13th Floor
101 North 14th Street
Richmond, Virginia 23219

Each copy of the proposal should be bound in a loose-leaf notebook. All documentation submitted with the proposal should be contained in that single volume. (If necessary, additional notebooks may be submitted in clearly marked and referenced sequence.)

- 4.2.2 Ownership of all data, materials and documentation originated and prepared for the Department pursuant to the RFP shall belong exclusively to the Department and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, at the time the data or other material is submitted. An electronic version of the complete submission, less the proprietary and confidential information must be submitted on CD-Rom disk. This disk must be labelled with the company name and "Redacted OHB 10-02". The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified as

required and must indicate only the specific words, figures, or paragraphs which constitute trade secrets or proprietary information. The Department, in its sole discretion, may not consider proposals with unduly broad requests for protection against disclosure.

4.3 Modification of Proposals

Any changes, amendments or modifications of an offeror's proposal prior to the deadline for receipt of proposals must be in writing and submitted in the same manner as the original proposals. All modifications must be labeled conspicuously as a change, amendment, or modification of the previously submitted proposal. Changes, amendments, or modifications of proposals will not be considered after the deadline for receipt of proposals, except when the Department requests modifications.

4.4 Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Department. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Department will schedule the time and location of these presentations. Oral presentations are an option of the Department and may or may not be conducted.

4.5 Inquiries Concerning the RFP

Any communication concerning this RFP or any resulting contracts must be addressed in writing to:

Mr. Dan Hinderliter
Department of Human Resource Management
James Monroe Building, 13th Floor
101 North 14th Street
Richmond, Virginia 23219
E-mail Address: dan.hinderliter@dhrm.virginia.gov

4.6 Public Inspection of Procurement Records

Proposals will be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia.

4.7 Clarification Of Proposal Information

The Department reserves the right to request verification, validation or clarification of any information contained in any of the proposals. This clarification may include checking references and securing other data from outside sources, as well as from the offeror.

4.8 Reference To Other Materials

The offeror cannot compel the Department to consider any information except that which is contained in its proposal, or which is offered in response to a request from

the Department. The offeror should rely solely on its proposal. The Department, however, reserves the right, in its sole discretion, to take into consideration its prior experience with offerors and information gained from other sources.

4.9 Optional Pre-Proposal Conference

An optional pre-proposal conference will be held at 10:00 a.m. on Wednesday, November 17, 2010, in the James Monroe Building, Conference Room B 1st Floor, 101 North 14th Street, Richmond, Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and to obtain clarification relative to any facet of this procurement.

Attendance at the conference will be documented by the representative's signature on the attendance roster.

It is requested that any known questions regarding the RFP be emailed to Dan Hinderliter prior to date of conference to facilitate the conference. See contact information and E-mail address in paragraph 4.5.

Offerors should bring a copy of this RFP to the conference. Any changes, which result from this conference, will be issued in a written addendum to the RFP.

4.10 Timetable

RFP Published	October 22, 2010
Optional Pre-Proposal Conference	November 17, 2010
Proposals Due: 2:00 P.M.	December 17, 2010
Notice of Intent to Award	January 20, 2011

5.0 FORM OF RESPONSE AND CRITERIA

5.1 General

Each proposal shall be in the form of a loose-leaf binder, tabbed to point to each section below. Before the first tab, place the executed RFP Cover Sheet followed by a statement defining those sections of your proposal which may not be released because they are proprietary. Each page so designated shall also be marked "Confidential: Proprietary Information," and, if not so marked, shall not be protected.

An original proposal and six copies are required. The original shall contain a Cover Sheet bearing an original signature signed in BLUE ink and be labeled on the cover as "Original". A redacted electronic version of the proposal shall be submitted on CDROM.

5.2 Organizational Questionnaire (Tab 3)

Exhibit two contains a questionnaire to be completed by each Offeror, which, must be submitted along with its latest certified audit report.

5.3 Cost Proposal (Tab 4)

See Section IV of the Organizational Questionnaire.

5.4 Participation of Small, Women, and Minority Owned Businesses (Tab 5)

Complete the information required on Exhibit ONE.

5.5 Criteria for Evaluation

Proposals will be evaluated on five criteria: offeror's organization and financial stability (20); communication material and services (15); administrative capability (30); Cost (30); and small, women owned, and minority business (5).

6.0 GENERAL TERMS AND CONDITIONS

6.1 Vendors Manual

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

6.2 Applicable Laws And Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

6.3 Anti-Discrimination

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the

accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

6.3.1 During the performance of this contract, the contractor agrees as follows:

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

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

6.4 Ethics In Public Contracting

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

6.5 Immigration Reform And Control Act Of 1986

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6.6 Debarment Status

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6.7 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

6.8 Mandatory Use Of State Form And Terms And Conditions For Rfps

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

6.9 Clarification Of Terms

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact Dan Hinderliter, dan.hinderliter@dhrm.virginia.gov, no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

6.10 Payment

6.10.1 To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

6.10.2 To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

6.10.3 Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the

contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

6.10.4 The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

6.11 Precedence Of Terms

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

6.12 Qualifications Of Offerors

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

6.13 Testing And Inspection

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

6.14 Assignment Of Contract

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

6.15 Changes To The Contract

Changes can be made to the contract in any of the following ways:

- 6.15.1 The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 6.15.2 The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

6.16 Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

6.17 Insurance

By signing and submitting a bid or proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

6.18 Minimum Insurance Coverages And Limits Required For Most Contracts

- 6.18.1 Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 6.18.2 Employer's Liability – \$100,000.
- 6.18.3 Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- 6.18.4 Automobile Liability – \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed	\$1,925,000 per occurrence, \$3,000,000 aggregate

Profession/Service

Limits

Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations.)

Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the *Code of Virginia*

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

6.19 Announcement Of Award

Upon the award or the announcement of the decision to award a contract, as a result of this solicitation, the purchasing agency will publicly post such notice on the DHRM website www.dhrm.virginia.gov and DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

6.20 Drug-Free Workplace

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

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

6.21 Nondiscrimination Of Contractors

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age,

disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

6.22 eVA Business-To-Government Vendor Registration

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- 6.22.1 eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- 6.22.2 eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- 6.22.3 For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- 6.22.4 For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

6.23 Availability Of Funds

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.0 SPECIAL TERMS AND CONDITIONS

7.1 Advertising

In the event a contract is awarded as a result of this RFP, the contractor shall not advertise that the Commonwealth of Virginia, or any agency or institution of the Commonwealth, has purchased, or uses its products or services.

7.2 Audits

The contractor shall assist the Department and the Department's auditors, who may be employees of the Department, employees of other contractors, or agents of the Department, in the conduct of audits. This assistance shall include the provision of secure, quiet office space, including furnishings and telephones needed by the auditors.

The contractor agrees to retain all books, records, and other documents relative to the contract which results from this RFP for five (5) years after final payment, or until the conclusion of any audit by the Commonwealth, whichever is sooner. The Department, its authorized agents, and state auditors, shall have full access to, and the right to examine, any of the contractor's materials relevant to the contract which results from this RFP.

7.3 Certified Corporate Annual Reports

Within 120 days of the close of its fiscal year, the contractor shall furnish to the Department an annual report of its consolidated operations. An independent auditor shall certify this report.

7.4 Confidentiality of Information

The contractor shall treat all information utilized in its performance of the contract as confidential, personal information. The contractor shall handle all confidential information in accordance with the Virginia Privacy Protection Act, Virginia Code Section 2.1-377 et seq. All files, computer databases and other records developed or maintained pursuant to the execution of the contract are the property of the Department, and shall be delivered to the Department upon demand.

7.5 Contract Representatives

Both the Department and the Contractor shall appoint a contract representative who shall ensure that the provisions of this contract are adhered to. The contractor shall provide the full name and address of their contract representative including telephone and fax number. In the event of a change in contract representatives, an official written notice shall be provided within 15 days of the change.

7.6 Contractor Affiliation

If an affiliate (as defined below in this paragraph) of the contractor takes any action which, if taken by the contractor, would constitute a breach of the contract, the action taken by the affiliate shall be deemed a breach by the contractor. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by, or in common control with the contractor, subcontractor or agents of the contractor.

7.7 Disputes

In accordance with section 2.2-4363 of the Code of Virginia, disputes arising out of the contract, whether for money or other relief, may be submitted by the contractor for consideration by the Department. Disputes must be submitted in writing, with all necessary data and information, to the Director of the Department of Human Resource Management at the James Monroe Building, 12th Floor, 101 North 14th Street, Richmond, Virginia 23219. Disputes will not be considered if submitted later than sixty (60) days after the final payment is made by the Department under the contract. Further, no claim may be submitted unless written notice of the contractor's intention to file the dispute has been submitted at the time of the occurrence or at the beginning of the work upon which the dispute is based. The Department shall render a final written decision regarding the dispute not more than ninety (90) days after the dispute is submitted, unless the parties agree to an extension of time. If the Department does not render its decision within 90 days, the contractor's sole remedy will be to institute legal action, pursuant to section 2.2-4364 of the Code of Virginia. The Contractor shall not be granted relief as a result of any delay in the Department's decision.

During the time that the parties are attempting to resolve any dispute, each party shall proceed diligently to perform its duties.

7.8 Force Majeure

Neither party shall be deemed to be in default of any of its obligations hereunder, if, and so long as, it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7.9 Indemnification

The contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Department.

7.10 Severability

In the event any portion of the contract shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of the contract shall continue in full force and effect.

7.11 Subcontracting

The contractor is fully responsible for all work performed under the contract. The contractor may not assign, transfer, or subcontract any interest in the contract, without prior written approval of the Department. The contractor shall require all subcontractors to comply with all provisions of this RFP. The contractor will be held liable for contract compliance for all duties and functions whether performed by the contractor or any subcontractor.

7.12 Term and Renewal of Contract

The term of this contract is two years beginning February 1, 2011 through January 31, 2014 with three one-year renewal options.

This contract may be renewed by the Commonwealth for three successive one-year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. **Price increases may be negotiated only at the time of renewal.** Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

7.12.1 If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price for the additional one year shall not exceed the contract price of the original increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

7.12.2 If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price for the subsequent renewal period shall not exceed the contract price of the previous renewal period increased/decreased by more than the percentage increased/decreased of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of labor Statistics for the latest twelve months for which statistics are available.

7.13 Termination, Suspension and Cancellation of Contract

Either party may terminate this contract for its sole convenience effective February 1 of any year by delivery of written notice at least nine months prior to the effective date of cancellation, that is, by the previous May 1st.

Furthermore, in the event of emergency requirements which could not have reasonably been foreseen, the Department reserves the right to cancel and terminate this contract, in part or in whole without penalty, upon 60 days written notice to the contractor.

Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7.14 Transfer of Files

If for any reason the Department decides to no longer contract with the contractor, the contractor agrees to transfer to the party designated by the Department, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the Commonwealth. The contractor agrees to assist the Department in understanding, using, and transferring all files and records, including those maintained in computer language.

EXHIBITS

ONE: SMALL BUSINESS AND BUSINESS OWNED BY WOMEN AND MINORITIES

TWO: ORGANIZATIONAL QUESTIONNAIRE

EXHIBIT ONE

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.org (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

EXHIBIT TWO

ORGANIZATIONAL QUESTIONNAIRE

General

1. The RFP describes Tasks, including the Benefit Specifications, (Section 2.0 Items) and Deliverables (Section 3.0). Under the appropriate evaluation section below, you will be requested to affirm that you will fully comply and meet these specifications as stated. Be advised that failure to identify any deviation in response to the appropriate question constitutes a representation on the offeror's part that the specifications will be met precisely as written. **Your response must also contain any exceptions** and the reasons thereof. **The absence of exceptions shall constitute a representation that the offeror will provide services and reports exactly as requested by the Department. The absence of an implementation plan constitutes a representation that the offeror is capable of providing the services and reports exactly as requested as of the day the proposal is submitted.** In the space below, please acknowledge that you understand and have complied with this requirement.

I. Organization and Financial Stability (20 points)

This section asks offerors to provide a brief background of your organization.

1. Identify the type of Medicare Eligibility Determination Services (MEDS) plan you propose.
2. Briefly describe the history of your organization and identify any parent organizational ties, if applicable. Identify the office(s) or division that would be used to service this contract and its address.
3. Identify the number of customers serviced in the Commonwealth of Virginia as of January 1, 2010.
4. Submit evidence of appropriate liability insurance protection.
5. Has your firm ever been the subject of a complaint concerning your MEDS product that was filed with the State Corporation Commission of any state? Describe the nature of each complaint and the present status.
6. As requested in RFP, Section 6.4, please submit a copy of your most recent audited financial statements (balance sheet, income statement and flow of funds) in Tab 3 of your response.
7. Please indicate any recent or anticipated changes in the offeror's corporate structure, such as mergers, acquisition, new venture capital, stock issue, etc.
8. Please include three current client references for whom you provide similar MEDS to those requested in this RFP, preferably public entities, as well as two former client references for whom you previously provided similar MEDS. (The latter should not represent lost clients due to merger or other neutral causes.) Include the name of a contact person, phone number, address, and indication of the services currently (or previously provided) and the number of employees (or members) currently covered under the contract.
9. If applicable, please indicate the number of years your organization has been operational in providing MEDS in the Commonwealth.

If any of the above material is lengthy, you may provide it as a clearly referenced attachment. However, you must respond briefly here to each item.

II. Communication Materials and Services (15 points)

1. Provide samples of the following items that you would plan to use with this contract:
 - a. Communication/educational materials to be used in communicating this program to the Commonwealth's eligibles.
 - b. Communications to beneficiary regarding a potential discrepancy.
 - c. Communications with employer representatives regarding an identified discrepancy.
 - d. Notices.
2. Provide a document detailing the implementation schedule between the date of award and the effective date of the MEDS program. This document should provide the critical steps (with completion dates) and requirements on the part of the contractor and/or the Department.
3. Will an 800 number be provided for use of beneficiaries and employer representatives? If so, when would it be available?

III. Administrative Capabilities (30 points)

This section asks offerors to identify the staff personnel and qualifications for the personnel who will be assigned to this account.

Identify the accountable senior person (including title, office location, phone number, and number of years of experience in this position) who will be responsible for managing the relationship with the contractor, including these negotiations.

Submit an organizational chart that will identify key management personnel (i.e., those who will directly support this contract), their dedicated time allocation to this contract, the office locations responsible for managing the various duties associated with fulfilling all of the provisions of this contract, and the number of years of experience in handling contracts similar in scope to the Commonwealth's.

- a. If in the foreseeable future there is a reasonable chance that any of these individuals will be reassigned, retire, or otherwise be unavailable to fulfill the duties described herein, please identify the replacement(s). Also, provide all of the requested information about any such individual.
- b. Provide, as an attachment to your chart, resumes for these individuals. Resumes should clearly identify the number of years performing directly related activities and reference current, similarly situated customers.

This section asks offerors to describe their administrative/systems capabilities and to affirm standards of performance identified in RFP Section 2.

Affirm that you can meet the entire task requirements identified in Section 2.0: Deliverables in Section 3.0; and the *Special Terms and Conditions* in Section 7.0. For each paragraph in section 2, provide a brief description of how your firm will perform the required task.

Provide a brief summary below, and complete descriptions as supplemental exhibits, of the following administrative processes and systems. Carefully annotate which processes are automated and which are manual and where the systems/people interfaces occur:

- a. **Member Services:** Describe your processes and controls in providing member services (by phone, letter in person and/or on-line). Include the functions of (1) inquiries on benefits; and (2) handling administrative/service issues, and/or claim appeals.

b. Systems Development. Provide the implementation date of the most recent substantive changes to your administration systems. If a future change is contemplated between this date

IV. Cost (30 points)

This section asks offerors to identify the cost associated with their firm performing the required tasks. A potential breakdown of costs is provided below. Provide the costs that apply to each line for year one and year two of the contract. Add any categories that have not been provided.

- Total implementation costs
- Cost per participant for identification of current Medicare-eligibles
- Cost per participant for identification of Medicare-eligibles on an on-going basis
- Costs for recovery of primary claim payments made in error
- Costs per participant for Medicare Part B or D enrollments, including Disability Special Enrollments
- Cost per request for processing of Data Match inquiries
- Cost per participant for processing of Medicare Secondary Payer Demand Letters, Department of Treasury demands, and collection agency payment coupons
- Other applicable administrative costs

Appendix 1

DEPARTMENT OF HUMAN RESOURCE MANAGEMENT

STANDARD CONTRACT

This contract is entered into this _____, 2010, by _____, hereinafter called "Contractor" and the Commonwealth of Virginia, Department of Human Resource Management, hereinafter called "Purchasing Agency".

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

SCOPE OF SERVICES: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF CONTRACT:

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid monthly according to the terms of its accepted proposal.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract; the Request for Proposals: proposal submitted by the Contractor dated _____, _____; the general conditions, special conditions, specifications, and other data contained in the Request for Proposals.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Request for Proposals.

In witness whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Print Name

Print Name

Title: _____

Title: _____

Date: _____

Date: _____