

SPECIAL PROVISIONS

1. SCOPE OF SERVICES:

- 1.1 The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of a fully insured Medicare Advantage ("MA") plan for medical and vision benefits for eligible retirees and retiree dependents of Fairfax County Public Schools. The MA plan will be administered in conjunction with a self-insured Employer Group Waiver Plan ("EGWP") with Wrap prescription drug program currently administered by SilverScript. This plan will take effect January 1, 2028.
- 1.2 Fairfax County Public Schools ("FCPS") is a separate employing agency from Fairfax County Government. This RFP is soliciting services for only FCPS retirees and covered dependents who are eligible for Medicare.
- 1.3 FCPS intends to select a fully insured passive, preferred provider organization ("PPO")/open access MA plan for medical and vision services to deliver health benefits to FCPS Medicare-eligible retirees and covered dependents.
- 1.4 FCPS will only consider proposals for the plan listed in Paragraph 1.3 above. Proposals to provide only part of the services described in the RFP will be rejected as non-responsive.
- 1.5 Proposed plans must meet all Centers for Medicare and Medicaid Services requirements.
- 1.6 FCPS intends to award a single contract to one vendor but reserves the option to award more than one contract.
- 1.7 Offerors shall ensure that a representative who can bind the firm is available for both the finalist interviews and negotiations.
- 1.8 RFP Documents

RFP 2000004432 is comprised of the following documents:

FILES
Announcement Sheet
DPMM32 Cover Sheet
Special Provisions (included herein)
Appendix A General Conditions and Instructions to Bidders
Appendix B Forms
Appendix C Confidentiality Provisions Employee Records
Appendix D Non-Disclosure Agreement
Appendix E FCPS Vendor Acceptance Questionnaire
Appendix F FCPS Security Assessment Questionnaire
Appendix G Minimum Qualifications (Excel)
Appendix H Technical Proposal (Excel)
Appendix I Cost Proposal (Excel)
Appendix J Premium Development MA (Excel)
Appendix K HIPAA Business Associate Agreement
Appendix L Attestation of Digital Accessibility Form
Attachment 1 – Census: FCPS Retiree Data as of 8/1/2026

Attachment 2 - Fairfax County Public Schools Geo Access Analysis.xls
Attachment 3 – Medical Provider Utilization Analysis.xlsb

- 1.9 To obtain access to Attachments 1 through 3, prospective Offerors must complete the Non-Disclosure Agreement (NDA) attached to this RFP (Appendix D) and submit the NDA with a legally authorized signature to Adrien Walker at awalker@fcps.edu. Once the signed NDA is submitted, a secure email containing Attachments 1 through 3 will be provided.**

1.10 Schedule

The following tentative schedule is provided to the Offerors as a means of planning. Offerors are advised that this schedule may change during the solicitation process.

Milestones	Target Date
Pre-Proposal Conference:	Monday, October 19, 2026
Questions from Offerors Due:	Friday, October 23, 2026
RFP Closing Date and Time:	Friday, November 6, 2026
Finalists Interviews:	Wednesday, Feb 3 – Friday, Feb 5, 2027
Negotiations:	Tuesday, Mar 2 – Friday, Mar 5, 2027
Contract Award:	Anticipated March 2027
Contract Begins:	January 1, 2028

2 MINIMUM QUALIFICATIONS

- 2.1** The following are the minimum qualifications an Offeror must meet or exceed, at the time of submission, in order for FCPS to accept a proposal as responsive. Each Offeror must address how it meets each of the below minimum qualifications when submitting its Technical Proposal (refer to Special Provisions, Paragraph 8, **TECHNICAL PROPOSAL INSTRUCTIONS**). If an Offeror fails to respond to each qualification, or if FCPS determines from the response that an Offeror does not meet any one of the minimum qualifications, its proposal may be deemed non-responsive and disqualified from further consideration.
- 2.2** Offeror's proposal must include both medical and vision services and national medical and vision networks.
- 2.3** Offeror must not be currently debarred by any other local, state or federal organization.
- 2.4** Offeror must be a direct provider of Medicare Advantage plans and all related services, including provider network development and management, medical claims adjudication and payment, utilization management, member services, and compliance with applicable Centers for Medicare & Medicaid Services (CMS) requirements. Any resulting contract from this RFP shall be a direct contract between FCPS and the Offeror, without the involvement of a broker or agent and without broker or agent commissions.
- 2.4.1** Offeror may subcontract vision reimbursement plan services.

- 2.5 Offeror must provide a national Medicare Advantage (MA) PPO network that satisfies CMS network adequacy standards. All proposed networks must meet CMS requirements and demonstrate sufficient provider access for FCPS retirees. Refer to Special Provisions Paragraph 1.9 for instructions on how to obtain utilization and census data.
- 2.6 Offeror must provide MA plans for a minimum of three (3) public entity plans (state, federal, local governments, public school districts), each with 5,000 or more participants. State the name, address, and number of Medicare retirees for each organization served by the Offeror that meets this requirement.
- 2.7 Offeror must have at least eight (8) years of experience providing national MA PPO programs.
- 2.8 Offeror must meet all requirements for licensing in the County of Fairfax and the Commonwealth of Virginia.
- 2.9 Offeror must provide services for at least 50,000 covered lives across Offeror's MA management book of business.
- 2.10 Offeror must maintain minimum satisfactory insurance ratings as stated below (or meet alternate criteria specified if not rated): Note: Ratings/requirements listed below are not to be confused with the rating requirements of the Offeror's liability insurance carriers described below in Paragraph 20, Contract Insurance Provisions.
 - 2.10.1 Rated companies:
 - i. A.M. Best Rating: A-, where applicable
 - ii. Standard & Poor's or Fitch rating: BBB, where applicable
 - iii. Moody's rating: Baa2, where applicable
 - 2.10.2 Companies Not Covered By Rating Agencies:
 - iv. Policyholders' surplus: USD \$50 million or local currency equivalent
 - v. Offeror must not be currently debarred by any other local, state or federal organization.
- 2.11 Offeror shall not be subject to CMS sanctions, enrollment suspensions, or corrective action plans materially affecting Medicare operations within the past three (3) years.
- 2.12 Offeror must have a minimum 4-star CMS Rating over the past three years.

3 PRE-PROPOSAL CONFERENCE:

- 3.1 An optional pre-proposal conference will be held on October 19, 2026 at 10:00 a.m. via Zoom Video Conference. Those interested in attending the pre-proposal conference must contact the Contract Specialist at (email) to obtain the Zoom link. Attendees requiring special services are asked to provide their requirements to the Office Benefit Services at 571-423-3200, <https://fcps-hr.guardianconduct.com/incident-reporting> or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 3.2 Notify the Contract Specialist as soon as possible, but no later than two (2) days in advance of the meeting if a participant will connect to the meeting from outside of the United States.
- 3.3 The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing to Adrien Walker awalker@fcps.edu.

4 CONTRACT PERIOD AND RENEWAL:

- 4.1 This term of this contract will begin on January 1, 2028, or date of award, whichever is later, and terminate on December 31, 2032, unless terminated earlier in the manner provided in the contract or renewed as set forth below. Selected Offerors must provide participant counseling and communications and work with FCPS to implement the program prior to the contract effective date.
- 4.2 Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for three (3) additional one-year periods.
- 4.3 Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the Schools to a contract renewal.)
- 4.4 The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5 **BACKGROUND:**

- 5.1 Fairfax County Public Schools (FCPS) is the largest school division in Virginia and the 9th largest in the United States out of more than 15,000 school divisions. The FCPS organizational structure is focused on meeting the needs of more than 177,000 preschool through grade 12 students while managing 200 schools and centers.
- 5.2 FCPS employs approximately 41,300 employees, including approximately 30,000 benefit-eligible employees, and provides benefits for approximately 8,300 retirees. Services are to be provided for Medicare-eligible retirees and their Medicare-eligible covered dependents.
- 5.3 All full-time and part-time employees in authorized positions are eligible to participate in the FCPS medical, vision, and prescription drug plans. FCPS currently offers two (2) medical plan options to its active and non-Medicare eligible employees and retirees. The CareFirst Blue Cross Blue Shield plan is self-insured and administered on an Administrative Services Only (ASO) basis. FCPS also offers the fully-insured Kaiser Permanente HMO plan. Prescription benefits for the CareFirst plan are provided through FCPS' self-insured CVS Caremark prescription benefits plan. **Note: These plans are not included in this solicitation.**
- 5.4 Eligible retirees may maintain FCPS health coverage in retirement. See the current [Retiree Benefits Handbook](https://www.fcps.edu/sites/default/files/media/pdf/fcps-retiree-benefits-handbook.pdf) (<https://www.fcps.edu/sites/default/files/media/pdf/fcps-retiree-benefits-handbook.pdf>) for more information. Updated information for plan year 2027 will be available later in the RFP process.
- 5.5 FCPS retirees may cancel health benefits or remove a dependent at any time. Retirees have one (1) opportunity to re-enter the plan. Effective January 1, 2019, if retirees meet the eligibility criteria to retain FCPS medical coverage and choose to cancel coverage (either at time of retirement or after retirement), they may re-enter the plan at a later date if all of the following criteria are met:

- 5.5.1.1 Enrolled in an FCPS medical plan as of 12/31/18 (or at time of retirement, if after that date);
 - 5.5.1.2 Meet age/tenure requirements (see [Retiree Benefits Handbook](#) for more information);
 - 5.5.1.3 Retiree and all covered dependents must be eligible for Medicare;
 - 5.5.1.4 Must apply for coverage within thirty (30) days of a qualifying event or during Open Enrollment; and
 - 5.5.1.5 Must provide proof of other medical coverage for the preceding twelve (12) consecutive months.
- 5.6 Currently, FCPS offers two (2) plan options for Medicare-eligible retirees. Both the Aetna Group Medicare Advantage and Kaiser Permanente Group Medicare Advantage HMO medical plans are fully insured. The Aetna Group Medicare Advantage plan is a passive preferred provider/open access plan. **NOTE: FCPS will continue to offer the Kaiser Permanente Group Medicare Advantage HMO plan. Any plan implemented as a result of this solicitation will not replace the Kaiser Group Medicare Advantage HMO plan.**
- 5.7 For more information about the Aetna Group Medicare Advantage plan, see <https://www.aetnamedicare.com/fcps/en/index.html>. For more information about the Kaiser Permanente Group Medicare Advantage HMO plan, see <https://myhealth.kaiserpermanente.org/fcps/plans-and-services/>. Also, see <https://www.fcps.edu/sites/default/files/media/pdf/retiree-benefits-briefing.pdf>.
- 5.8 The 2027 premium rate for the Aetna Group Medicare Advantage plan is \$194.40 per member per month ("PMPM"). This premium is for fully-insured medical and vision benefits and does not include prescription drug benefits. Historical premium rates for the Aetna Group Medicare Advantage plan are provided below.

Plan Year	Fully Insured Medicare Advantage Premium PMPM
2024	\$164.90
2025	\$174.90
2026	\$186.90
2027	\$194.40

- 5.9 Prescription benefits for the Aetna Group Medicare Advantage plan are currently provided through a self-insured EGWP Wrap plan administered by SilverScript. Prescription benefits for the Kaiser Permanente Group Medicare Advantage HMO plan are fully-insured and included in the Kaiser plan. For more information about the self-insured SilverScript prescription drug plan see <https://info.caremark.com/oe/fcps#silverscript>. For more information about the fully-insured Kaiser prescription drug plan see <https://myhealth.kaiserpermanente.org/fcps/plans-and-services/> and <https://healthy.kaiserpermanente.org/maryland-virginia-washington-dc/health-wellness/drug-formulary/medicare-2026>.
- 5.10 FCPS requires retirees and their spouses/covered dependents who are eligible for Medicare to enroll in and maintain Medicare Parts A and B in order to continue their health coverage under an FCPS medical plan. This requirement applies to retirees and spouses turning age 65, as well as to retirees, spouses, or covered dependents who qualify for Medicare due to a disability.
- 5.11 The effective date of FCPS' current Aetna Group Medicare Advantage Plan was January 1, 2026. The Kaiser Permanente Group Medicare Advantage HMO plan was converted from the Kaiser Permanente Medicare (Cost) Plan effective January 1, 2020. The Kaiser Cost Plan was discontinued as of December 31, 2019.
- 5.12 The current Aetna Group Medicare Advantage Plan waives many pre-authorizations. Offerors must provide quotes for plans that waive pre-authorizations and that match the current plan design. For specific plan information, see the Evidence of Coverage

(<https://www.aetnamedicare.com/fcps/en/index.html>) and see Appendix H, Technical Proposal, Medical Plan Design.

- 5.13 This RFP is being issued due to the expiration of the current Aetna Group Medicare Advantage Plan contract. The contract will expire on December 31, 2027. **NOTE: The contract for the Kaiser Permanente Group Medicare Advantage HMO plan will remain in force and does not expire until 12/31/2028. The purpose of this RFP is not to replace the Kaiser Medicare plan. FCPS will continue to offer the Kaiser Medicare plan as an option for FCPS eligible retirees and dependents.**

5.14 Current Enrollment and Eligibility Processes:

- 5.14.1.1 FCPS will provide electronic enrollment data to the Contractor(s) each Thursday by the close of business. If Thursday falls on an FCPS holiday, the data will be transmitted prior to or following the holiday and the scheduled transmission day will be communicated to the Contractor(s) in advance. The data will be sent via a secure FTP transmission process (FTP, Web). Please note that if a system change occurs, FCPS reserves the right to modify the day the files are sent after advance notice to vendor.
- 5.14.1.2 Currently, FCPS stores employee and retiree eligibility and enrollment data in its Human Resources Information System (Lawson/Infor). This data is extracted on a weekly basis and sent to the benefit vendors. FCPS is in the process of implementing a new Oracle Cloud Fusion Human Capital Management system that will be completed by December 12, 2026. FCPS prefers the standard HIPAA 834 transaction format for the electronic exchange of eligibility and enrollment data with benefit vendors. Please note that file specifications and transmission requirements included with Offeror's response to RFP 2000004432 (Appendix H, Technical Proposal – Group Medicare Advantage Plans, Tab 4 Account Management) may be modified as necessary to support the implementation of the new HCM system. FCPS will communicate any required changes to the Contractor(s).
- 5.14.1.3 Weekly electronic enrollment data will include retirees and their covered dependents. FCPS will transmit enrollments, changes and terminations for three months prior and up to three months in advance of the effective date.
- 5.14.1.4 Contractors must have sufficient capabilities to manage urgent/emergency enrollment situations, either by email, spreadsheet or access to the Contractors' online enrollment system or other electronic means available.
- 5.14.1.5 Contractor(s) shall perform retroactive adjustments (additions/deletions) for the period requested by FCPS and as allowed by CMS guidelines, regardless of the time elapsed. Members can be retroactively deleted for periods in which they received services under the plan, primarily for failure to make premium payment. It shall be the Contractors' responsibility to coordinate with the provider for recovery of claims paid but later retracted.
- 5.14.1.6 Except for newborns and adoptions, coverage is provided in whole months only. Termination of coverage shall be effective at the end of the month in which termination occurs.
- 5.14.1.7 See below for enrollment counts as of **January 1, 2026**. For more detailed and current enrollment information, see Attachment 1 - Census: FCPS Retiree Data as of 8/1/2026 and Attachment 2 - Fairfax County Public Schools Geo Access Analysis and Attachment 2 - Fairfax County Public Schools Geo Access Analysis.

5.14.1.8 Historical Enrollment by Plan (Retiree Enrollees and Covered Dependents)

January 1, 2026							
	Aetna Group Medicare Advantage	CareFirst BlueChoice Advantage <i>Not Medicare-Eligible</i>	Kaiser Medicare Advantage	Cigna Open Access Plus <i>Not Medicare-Eligible</i>	Aetna <i>Not Medicare-Eligible</i>	Kaiser HMO <i>Not Medicare-Eligible</i>	Total
Retiree Enrollees	5,793	817	1,421	Not Available	Not Available	207	8,238
Dependents	1,839	372	396	-	-	147	2,754
Total	7,632	1,189	1,817	-	-	354	10,992
January 1, 2025							
	Aetna Group Medicare Advantage	CareFirst BlueChoice Advantage <i>Not Medicare-Eligible</i>	Kaiser Medicare Advantage	Cigna Open Access Plus <i>Not Medicare-Eligible</i>	Aetna <i>Not Medicare-Eligible</i>	Kaiser HMO <i>Not Medicare-Eligible</i>	Total
Retiree Enrollees	5,787	Not Available	1,423	871	Not Available	215	8,296
Dependents	1,837	-	396	425	-	153	2,811
Total	7,624	-	1,819	1,296	-	368	11,107
January 1, 2024							
	Aetna Group Medicare Advantage	CareFirst BlueChoice Advantage <i>Not Medicare-Eligible</i>	Kaiser Medicare Advantage	Cigna Open Access Plus <i>Not Medicare-Eligible</i>	Aetna <i>Not Medicare-Eligible</i>	Kaiser HMO <i>Not Medicare-Eligible</i>	Total
Retiree Enrollees	5,747	Not Available	1,439	954	Not Available	233	8,373
Dependents	1,840	-	404	479	-	158	2,881
Total	7,587	-	1,843	1,433	-	391	11,254
January 1, 2023							
	Aetna Group Medicare Advantage	CareFirst BlueChoice Advantage <i>Not Medicare-Eligible</i>	Kaiser Medicare Advantage	Cigna Open Access Plus <i>Not Medicare-Eligible</i>	Aetna <i>Not Medicare-Eligible</i>	Kaiser HMO <i>Not Medicare-Eligible</i>	Total
Retiree Enrollees	5,715	Not Available	1,457	987	Not Available	236	8,395
Dependents	1,809	-	415	493	-	161	2,878
Total	7,524	-	1,872	1,480	-	397	11,273
January 1, 2022							
	Aetna Group Medicare Advantage	CareFirst BlueChoice Advantage <i>Not Medicare-Eligible</i>	Kaiser Medicare Advantage	Cigna Open Access Plus <i>Not Medicare-Eligible</i>	Aetna <i>Not Medicare-Eligible</i>	Kaiser HMO <i>Not Medicare-Eligible</i>	Total
Retiree Enrollees	5,590	703	1,447	Not Available	322	260	8,322
Dependents	1,769	386	411	-	110	169	2,845
Total	7,359	1,089	1,858	-	432	429	11,167

6 LANGUAGE CONVENTIONS

- 6.1 An attempt has been made to standardize the language used in this RFP. The words “must” “shall”, “mandatory” and the phrase “it is required” are used in connection with a mandatory specification that FCPS expects will be present in the proposed Solution. The words “should” and “may” are used in connection with a specification that is desirable.

7 TASKS TO BE PERFORMED:

- 7.1 Qualified offerors are encouraged to submit proposals for the administration, management, and provision of all related services for a fully insured Medicare Advantage plan for FCPS Medicare-eligible retirees and their covered dependents.
- 7.2 The services to be provided and the tasks to be performed by the Contractor(s) shall include, but will not be limited to, the following:
- 7.2.1.1 Member Services
 - 7.2.1.2 Account Management
 - 7.2.1.3 Implementation
 - 7.2.1.4 Medical Provider Network Management
 - 7.2.1.5 Claims Administration
 - 7.2.1.6 Reporting and Data
 - 7.2.1.7 Care Transitions
 - 7.2.1.8 Clinical/Medical management
 - 7.2.1.9 Provider/Member Advocacy
 - 7.2.1.10 Compliance

Refer to Appendix H Technical Proposal Medical Plan Administration for the detailed description of the tasks to be performed.

8 TECHNICAL PROPOSAL INSTRUCTIONS:

- 8.1 Offerors must submit the Technical Proposal in a separate file in Euna Procurement (formerly known as Bonfire) containing the following information. The information set forth herein will be considered the minimum content for this proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

8.2 THE TECHNICAL PROPOSAL SHALL NOT CONTAIN PRICING INFORMATION.

- 8.3 Proposals should not contain extraneous promotional materials. Offerors should utilize lay person terms and common terminology wherever possible. Proposals will be evaluated on the basis of information presented by the Offeror and the evaluation criteria listed in this RFP.
- 8.4 Offerors shall refer to Paragraph 15 for additional information about proposal submission requirements and information about user guides which provide step-by-step instructions regarding the use of Bonfire.

- 8.5 Offerors shall **complete, execute and upload** in Bonfire the following documents in the “Requested Information” Section in Bonfire:

- DPMM32 Cover Sheet
- All issued addenda
- Appendix B Forms (Offeror data sheet, Virginia State Corporate Commission, BPOL, Certification Regrading Debarment and Suspension, Certificate Regarding Ethics in Public Contracting, Sample Listing of Local Public Bodies, Business Classification, Proprietary Information, Subcontractors Notification Form)

- Appendix C Confidentiality Provisions Employee Records
- Appendix E FCPS Vendor Acceptance Questionnaire
- Appendix F FCPS Security Assessment Checklist
- Appendix G Minimum Qualifications
- Appendix H Technical Proposal
Refer to "Instructions on completion of questionnaire" on the "Cover page" of Appendix H.
- Appendix K HIPAA Business Associate Agreement
- Appendix L Attestation of Digital Accessibility Form
- *Attachment 2 - Fairfax County Public Schools Geo Access Analysis Excel Template.
See Appendix H Technical Proposal, Tab 8 question 2 and Attachment 2
- *Attachment 3 – Medical Provider Utilization Analysis.xlsb. See Appendix H Technical Proposal, Tab 8 question 1 and Attachment 3

*Refer to Paragraph 1.9 above for instructions on how to access Attachments 1 through 3.

8.6 Provide a copy of all agreements (e.g. Administrative Services Agreement, etc.) that FCPS will be required to execute.

8.7 IT Solicitation Requirements:

Offerors must describe how it meets or exceeds each of the mandatory requirements below, if applicable.

a. Information Security.

The vendor **must** retain an internal or external information security department or team that manages and maintains a detailed incident response plan.

b. Asset Protection.

The vendor **must** utilize an Endpoint Detection and Response (EDR) system on all company resources, including servers and workstations.

c. Email Security.

The vendor **must** meet minimum Email Security requirements for all email domains that communicate with FCPS:

- **DMARC**: Configured with a policy of 'reject' or 'quarantine' and a percentage of 100%
- **DKIM**: Configured with a valid DKIM record
- **SPF**: Configured with a valid SPF record
- **Multi-Factor Authentication (MFA)**: Enforced on all vendor employee accounts and systems

d. Single-Sign On

The vendor's product/service **must** have the capability to utilize the **approved** FCPS Single Sign-On (SSO) platform. Protocols include:

- **SAML 2.0** (Via ForgeRock or Google)
- **OAuth 2.0** (Via Google)

- FCPS also supports authentication via FCPS approved integrations with the following platforms:
 - **Schoology LTI 1.3A Names and Role Provisioning Services (NRPS)**
 - **Clever**

e. Vendor rights to FCPS work.

The vendor may not retain rights to license, sell, profit, or redistribute FCPS-proprietary or student works except in very rare and explicit FCPS-accepted circumstances.

f. Accessibility.

Under the [Code of Virginia](#), FCPS **must** ensure that our adopted resources do not limit the accessibility to students of various abilities. A vendor **must** either submit a VPAT or affirm each code requirement for the accessibility of their program.

- 8.8 Offerors shall complete the attached FCPS Vendor Acceptance Questionnaire (Appendix E) and the Security Assessment Questionnaire (Appendix F). Where a proposal is a combination of multiple products, Offerors shall complete the questionnaires for each product, unless the products are all built on the same infrastructure or platform. Indicate platform name in the file name. Please ensure your response includes an answer to all applicable inquiries on the questionnaires. If you feel an answer does not apply to your situation, please make sure to include an explanation of why.
- 8.9 This section must include a copy of any agreement (e.g. Administrative Services Agreement, ASO, etc.) your company will require FCPS to execute. Offerors shall also include their Service Level Agreements (SLA) describing service and support for the system and maintenance and support agreements. This shall include service availability and downtime, service credit, technical support (scope, hours, points of contact, channels, request submittal and reporting, response time, escalation), scheduled maintenance, updates and upgrades, etc.
- 8.10 Offerors should carefully review the performance metrics listed in Appendix I, Cost Proposal Questionnaire, Tab 5. Performance Guarantees and provide comments or suggestions. Offerors should also identify and provide any additional relevant performance metrics that have supported successful outcomes with similar projects.
- 8.11 Offerors may take exceptions to the terms, however, some of the terms may not be negotiable. The following contract terms of Appendix A are required by law and cannot be varied, revised, amended, changed or otherwise negotiated: para. 34 (Funding), para. 37 (Non-Discrimination), para. 61 (Authorization to Conduct Business in the Commonwealth), para. 58.d (No Indemnification by the County), para. 68 (Contractual Disputes), para. 70 (Venue), para. 72 (Drug Free Workplace), para. 73 (Immigration Reform and Control Act), para. 74 (Audit of Records) and para. 76 (Nonvisual Access).
- 8.12 The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

9 CONSULTATION SERVICES:

- 9.1 The successful Offeror's staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday.

10 COST PROPOSAL INSTRUCTIONS:

- 10.1 The Offeror must submit a cost proposal in a separate file in Euna Procurement (formerly known as Bonfire) fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

10.2 The following information shall be submitted as part of the cost proposal:

- Offerors must complete and submit the Cost Proposal worksheet (Appendix I). Refer to "Instructions on completion of questionnaire" on the "Cover page" of Appendix I.
- Appendix J Premium Development MA

10.3 Refer to Paragraph 15, Submission of Proposal, for more information.

10.4 Caution: Failure to complete the Cost Proposal (Appendix I) in the manner specified may render the Cost proposal non-responsive.

11 PRICING:

- 11.1 The subsequent contract will be a firm-fixed price agreement. Rates shall remain firm through the applicable contract year. The Offeror reserves the right to request a rate adjustment only in the event of a material CMS, federal legislative, or regulatory change that directly impacts Medicare Advantage or Part D funding. Written notice and supporting documentation must be provided to FCPS no later than August 1 prior to the effective date of the adjustment. No adjustment shall be implemented without FCPS review and approval. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 11.2 The request for a change in the unit price shall include at a minimum, (1) the cause for the adjustment; (2) the proposed effective date for the change; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 11.3 Price decreases shall be made in accordance with Paragraph 40 of the General Conditions & Instructions to Offerors, Appendix A.

12 TRADE SECRETS/PROPRIETARY INFORMATION:

- 12.1 Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act provided that the Offeror properly invokes the protections of this section prior to or upon submission of the data or other materials. (Reference Appendix B)
- 12.2 The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Offeror.

13 CONTACT FOR CONTRACTUAL MATTERS:

- 13.1 All communications and requests for information and clarifications shall be directed to the following procurement official:

Adrien Walker
 Fairfax County Public Schools
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, Virginia 22042-1203
 Telephone: 571-423-3593
 Email: awalker@fcps.edu

- 13.2 No attempt shall be made by any Offeror to contact members of the Selection Advisory Committee (SAC) about this procurement.

14 REQUIRED SUBMITTALS:

- 14.1 Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP may result in the disqualification of the Offeror's proposal.

15 SUBMISSION OF PROPOSAL:

- 15.1 Proposals must be received electronically through FCPS' online Procurement portal at: <http://fcps.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. FCPS will not accept proposals submitted by paper, telephone, facsimile ("Fax) transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <http://fcps.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Euna Procurement / Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical question related to a submission, contract Euna Procurement / Bonfire at Support@GoBonfire.com.
- 15.2 If, at the time of the scheduled submission Due Date FCPS is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Euna Procurement / Bonfire System.
- 15.3 Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once the submission is finalized. Minimum system requirements for the Euna Procurement / Bonfire portal - Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.
- 15.4 Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired.
- 15.5 It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 15.6 The proposal submission shall consist of:
- a. Cover sheet (DPMM32)
 - b. Signed addenda, if applicable
 - c. Technical proposal as required in the Special Provisions, Paragraph 8, **TECHNICAL PROPOSAL INSTRUCTIONS**.
 - d. Cost proposal as required in the Special Provisions Paragraph 10, **COST PROPOSAL INSTRUCTIONS**.
 - e. In addition to the unredacted copy of the proposal, Offerors should provide, if applicable, one (1) electronic copy of the Technical and Cost proposals with redactions consistent with the requirements of the RFP, Paragraph 12 Trade secrets/Proprietary Information through FCPS' online Procurement Portal at: <http://fcps.bonfirehub.com>.
 - f. All required attachments and forms must be included with the submission.
 - g. Completed W9 Form (must be the latest version, per [IRS.gov](https://www.irs.gov)).
 - h. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read

this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

16 ADDENDA:

- 16.1 Offerors are reminded that changes to the solicitation, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the proposal.
- 16.2 Notice of addenda will be posted on eVA, and Euna Procurement / Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation and <https://fcps.bonfirehub.com>.

17 VIRGINIA FREEDOM OF INFORMATION ACT

- 17.1 Except as provided, once an award is announced, all proposals/bids submitted to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a completed summary page is supplied (Appendix B) that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (uploaded into Euna Procurement / Bonfire) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.

18 PERIOD THAT PROPOSALS REMAIN VALID:

- 18.1 Any proposal submitted in response to this solicitation shall be valid for 365 days. At the end of the days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

19 BASIS FOR AWARD:

- 19.1 This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 19.2 Proposals will be evaluated using a structured, two-committee review process to ensure appropriate subject-matter expertise with regard to the evaluation criteria listed herein. The following committees will be established for purposes of evaluating proposals submitted in response to this RFP:
 - 19.2.1 A Selection Advisory Committee (SAC) will be responsible for evaluating offerors on the basis of the criteria referenced in Para. 20.8 below; and
 - 19.2.2 An Information Technology (IT) Committee, will be responsible for evaluating offerors on the basis of the criteria referenced in Para. 20.8 below.
- 19.3 The SAC and the IT Committee (sometimes collectively referred to herein as the "Committees") shall conduct preliminary evaluations of all proposals on the basis of the information provided with the proposal and the evaluation criteria listed below. Each Committee member will independently score proposals for the criteria assigned to that Committee. Scores within each

category will be averaged to produce a final category score. Category scores will then be combined using the weights stated above to determine each Offeror's total score.

- 19.4 Each Committee will evaluate only those criteria assigned to it under this RFP. Scores from both Committees will be combined in accordance with the weighting set forth below and offerors will be ranked preliminarily on that basis. The cost proposals of one or more of the highest rated offeror(s) will then be reviewed by the SAC.
- 19.5 No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Committees, or any person involved in the evaluation of the proposals. Selection Advisory Committee and IT Committee members will refer any and all calls related to this procurement to the procurement official named in Paragraph 13 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 19.6 Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make presentations to the Selection Advisory Committee and IT Committee. Following any such presentations, the Committees will then conduct a final evaluation of the proposals, with each Committee scoring only those criteria assigned to it herein. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 19.7 Should the County determine in writing and at 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. The Committee will make appropriate recommendations to the School Board, if appropriate, prior to actual award of contract.
- 19.8 Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

Technical Proposal	Maximum Score
Organization, Experience, and Capabilities	70
Member Services, Claims Administration, and Communications	100
Account Management	120
Plan Design – Medical	150
Star Ratings	30
Medical Network Access & Provider Match	100
Annual Data Requirements and RFP Data Requirements	20
Privacy, Rostering, Accessibility, Interoperability, and AI capabilities	5
Security capabilities	5
Subtotal Technical Proposal	600 (60%)
Cost Proposal	Maximum Score

Cost reasonableness	325
Allowances & Gain Sharing	25
Performance Guarantees	50
Subtotal Cost Proposal	400 (40%)
GRAND TOTAL	1,000 (100%)

- 19.9 Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.
- 19.10 The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 19.11 Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.
- 19.12 Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 19.13 The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

20 CONTRACT INSURANCE PROVISIONS:

- 20.1 The Contractor shall be responsible for its work and materials, tools, equipment, appliances, and property of any and all description used in connection with this contract. 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 contract.
- 20.2 The Contractor shall, during the continuance of all work under the contract maintain the following insurance:
- 20.2.1 Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000.
 - 20.2.2 Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage.
 - 20.2.3 Automobile Liability insurance with limits of \$1,000,000 Combined Single Limit covering all vehicles operated or in use by the Contractor in the performance of this contract.
 - 20.2.4 Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts, or omissions in the amount of \$1,000,000 per claim and annual aggregate.
 - 20.2.5 Cyber/Information Technology insurance in the amount of \$1,000,000 per occurrence

and annual aggregate including coverage for costs of third party notification, credit monitoring, and fraud protection.

- 20.3 The Fairfax County School Board, its members, officers and employees shall be named as an additional insured in the Automobile and General Liability policies.

20.4 Additional Requirements

20.4.1 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:VI.

20.4.2 European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

20.4.3 Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

20.4.4 Prior to commencement of services and during the term of the contract, the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required in this section.

20.4.5 The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.

20.4.6 The certificate holder's name and address shall read: Fairfax County Public Schools, 8115 Gatehouse Road, Falls Church, VA 22042.

21 METHOD OF ORDERING: INTENTIONALLY OMITTED

22 REPORTS AND INVOICING:

22.1 Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit the reports described in Appendix H Technical Proposal.

22.2 FCPS shall pay premiums and all related fees for the Medicare Advantage plan on a monthly basis. Contractor shall provide reports to FCPS staff to validate premiums and invoices. Reports shall, at a minimum, include the information listed below.

22.2.1 Medical plan;

22.2.2 Unit price, premium, or fee for each participant

22.2.3 Total number enrolled aggregated by the account structure designated by FCPS

22.2.4 Coverage period

22.3 Contractor shall send invoices to FCPS no later than the 10th of the month for the following month's coverage. FCPS shall pay the invoice no later than the last day of the prior month for the following month's coverage. See example below.

Premium payment for February 2027:

22.3.1.1.1 Contractor provides invoice no later than January 10, 2027

22.3.1.1.2 FCPS pays invoice no later than January 31, 2027

22.4 Based on the arrangement described above, Contractor shall not assess any late fees or penalties.

- 22.5 A grace period of no less than thirty (30) calendar days shall apply to all invoices.
- 22.6 In order to ensure compliance with HIPAA privacy laws, invoices and reporting software that can be accessed by FCPS staff shall have security structures that permit for redacting of participant identifying information.
- 22.7 Invoices shall be emailed at FCPSInvoices@fcps.edu

23 CONTRACT PERFORMANCE MONITORING

- 23.1 As part of the County's commitment to improved outcomes, the County seeks to actively and regularly collaborate with contractors to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, facilitate compliance, inform trends to be monitored, and evaluate results and performance. As such, the County reserves the right to request/collect key data and metrics from contractors.
- 23.2 The County is interested in identifying metrics to monitor and improve performance during the life of the contract. The County has identified initial metrics of interest and will work with the successful offeror(s) to add to or refine this list during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful offeror(s) and the County, codified in the final contract, and may be modified as may be mutually agreed in writing.
- 23.3 FCPS is required to establish performance guarantees to encourage the selected offeror to provide superior service. See Appendix I, Cost Proposal Questionnaire, Tab 5. Performance Guarantees.

24 INTENTIONALLY OMITTED

25 CHANGES:

- 25.1 Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 25.2 No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

26 DELAYS AND SUSPENSIONS:

- 26.1 The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 26.2 If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract

(excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 26.3 The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

27 ACCESS TO AND INSPECTION OF WORK:

- 27.1 The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

28 PROJECT AUDITS:

- 28.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
- 28.1.1 If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - 28.1.2 In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - 28.1.3 To verify or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - 28.1.4 If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 28.2 These audit provisions shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 28.3 Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of seven (7) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.
- 28.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of seven (7) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 28.5 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

29 DATA SOURCES:

- 29.1 The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

30 SAFEGUARDS OF INFORMATION:

- 30.1 Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

31 ORDER OF PRECEDENCE:

- 31.1 In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

32 SUBCONTRACTING:

- 32.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>, local chambers of commerce and other business organizations.

33 USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 33.1 Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to another public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 33.2 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 33.3 Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 33.4 Each public body shall execute a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 33.5 Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

34 NEWS RELEASE BY VENDORS:

- 34.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

35 AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 35.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

- 35.2 Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Employee Relations at 571-423-3070, HRequity&empolyeerelations@fcps.edu or TRS at 711. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

36 HIPAA COMPLIANCE:

- 36.1 Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor may be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 36.2 Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

37 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 37.1 Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or Offeror that fails to provide the required information may not receive an award.

38 BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION BADGES:

- 38.1 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 have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 38.2 The Contractor shall immediately notify the FCPS Contract Specialist if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 38.3 Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.**

Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

- 38.4** Failure to comply with the above requirements may result in termination of the contract.

39 FORCED AND INDENTURED CHILD LABOR PROHIBITION:

Contractors are prohibited from the use of “forced or indentured child labor” in the performance of the contract. Forced or indentured child labor means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to the contract the enforcement of which can be accomplished by process or penalties.

40 CLICK-THROUGH AGREEMENTS

The Parties agree that only the Director of the Office of Procurement Services may bind Fairfax County Public School Board to contract terms or conditions. Any term or condition invoked through an ‘I agree’ click box or other comparable mechanism (i.e., ‘click wrap’ or ‘browse wrap’ agreement) does not bind Fairfax County Public School Board or any Fairfax County Public School Board authorized end user to such terms or conditions, unless agreed to in writing by or on behalf of the Director of the Office of Procurement Services.

41 DIGITAL ACCESSIBILITY REQUIREMENTS

- 41.1 Compliance Requirement.** All information and communications technology (“ICT”) that is purchased or upgraded pursuant to this Contract for use by FCPS employees, students, and/or the public shall comply with the [Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia \(the “ITAA”\)](#). As employed herein, the term ICT shall have the meaning set forth in § 2.2-3501 of the Information Technology Access Act.

- 41.2 Certification or Documentation.** For ICT delivered under this Contract that will be used by FCPS employees, students, and/or made available to the public, the Contractor will be required to certify on the Appendix L, the Digital Accessibility Attestation, that such ICT conforms with “accessibility,” as that term is defined in § 2.2-3501 of the ITAA. Where the Contractor is a reseller of the ICT being procured, the attestation may be signed by the ICT provider.

If the Contractor cannot certify full conformance of accessibility, the Contractor must submit the following with Exhibit A:

- 41.2.1.1.1** A Contractor-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and
 - 41.2.1.1.2** a Contractor-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.
- 41.3 No Waiver of Supplier Obligations.** Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, FCPS may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive the Contractor's obligations to comply with accessibility requirements and provide required certifications or documentation.