

REQUEST FOR QUOTATIONS (RFQ)



Issue Date: September 25, 2025

RFQ# 2026-RFQ-3100810

Title: Data Warehouse and Analytics Tool

Issuing Agency: County of Albemarle
Purchasing Division
401 McIntire Road, Suite 248
Charlottesville, VA 22902

Using Department/Division and/or location where work will be performed: County of Albemarle, Office of Enterprise Risk Management and Shared Services.

Request for Quotations will be received until **1:00 PM ET on October 8, 2025,** for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: Vidhi Danak, Procurement Manager at vdanak@albemarle.org.

Quotations should be submitted electronically by the stated due date and time, through the [Albemarle County Procurement Intake Form](#) on the Albemarle County Procurement Solicitations Page:
<https://www.albemarle.org/government/finance/procurement/solicitations>.

Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled Vendor/Contractor Bids or Proposals Only. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above.

If Quotations Are Emailed, Email To: vdanak@albemarle.org, with a copy to rfq@albemarle.org.

In compliance with this Request for Quotation and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Virginia Contractor License No. _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

Class: _____ Specialty Codes: _____

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: YES; NO

IF YES ⇒⇒ SMALL; WOMAN; MINORITY; SERVICE-DISABLED VETERAN-OWNED.

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.

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- I. PURPOSE: The County of Albemarle is soliciting quotations from qualified vendors to establish a HIPAA secure data warehouse and predictive analytics tool.
- II. BACKGROUND: The County is seeking a vendor for a HIPAA secure data warehouse and analytics tool to house de-identified medical, dental, and prescription claims data. Our goal is to be able to have real-time reporting access to the information to identify trends, patterns, and other factors that impact our self-insured program. We wish to use the data warehouse analytics tools to support strategic decisions for identifying cost drivers and maximizing savings. Additionally, this information will help to shape future offerings of the employee health clinic and shared medical plan designs.
- III. COMPETITION INTENDED: It is the County's intent that this Invitation for Bid (IFB) permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for bids to close. Bidders may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the quote submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda before the date established for bid opening. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the quotes.

IV. TERM OF CONTRACT/DELIVERY REQUIREMENTS:

The Contract shall be for one (1) year initial term, and renewable by the mutual written agreement of both parties for four (4) additional one (1) year terms.

Milestones:

1. Discovery of all data sources and data migration needs of the County.
2. Distribute and sign data sharing consents, business service agreements, data confidentiality forms, etc. between the County, data warehouse vendor, and all other sources of current data.
3. Vendor to conduct successful outreach to all sources of data, benefits consultant, and plan administrator.
4. Arrange migration from current locations to new data warehouse using a HIPAA-secure platform.
5. Validate the data integrity, normalize it, and transmit to analytics or point solutions within the data warehouse.

- V. SCOPE OF WORK/SPECIFICATIONS: The contractor shall: furnish all labor and materials to provide Data Warehouse & Analytics services to the County of Albemarle for their self-insured medical, dental, and Rx plans.

Specific requirements for the data warehouse are:

A. Data Storage, Security, and Management:

1. **Centralized Data Storage**: Collect and store comprehensive insurance-related data, including claims, premiums, actuarial reports, and policy details, in a structured and accessible manner.
2. **Enhanced Risk Analysis**: Utilize historical data to identify trends, predict risks, and refine underwriting processes for better coverage decisions.
3. **Improved Claims Management**: Track claim histories, detect patterns in fraudulent activities, and optimize claim processing efficiency.
4. **Regulatory Compliance & Reporting**: Ensure accurate and timely reporting for regulatory requirements, audits, and stakeholder transparency.
5. **Cost Control & Financial Insights**: Monitor expenses, forecast liabilities, and assess funding adequacy to maintain financial stability.
6. **Integration with Other Systems**: Enable seamless data flow with plan administrator, consultants, HR, and other enterprise systems to support cross-functional decision-making.
7. **Data Security & Privacy**: Safeguard sensitive information through robust access controls and encryption to comply with legal and ethical standards. Users will have NO access to HIPAA protected information, all data will be de-identified and inaccessible to users.

B. Continuous Improvement, Auditing, & Optimization

1. **AI & Machine Learning Integration**: Incorporate predictive analytics for more advanced risk forecasting and claims cost optimization. Drill down capabilities that maintain privacy to the individual.

2. **Data Warehouse Scalability:** Plan for future growth by ensuring the system can handle increasing data volumes and complexity.
3. **County's ability to own all claims data.**
4. **Automated Auditing Tools:** Build tools that continuously monitor data quality, compliance, and reporting accuracy.

C. User Experience & Stakeholder Engagement

1. **Customization for Different Users:** Develop role-specific dashboards for finance, risk management, and actuaries.
2. **Mobile Access & Remote Capabilities: Ensure stakeholders can securely access reports and insights from anywhere.**
3. **Collaboration Features:** Implement data-sharing protocols and reporting templates for interdepartmental coordination.

D. Governance & Compliance Enhancements

1. **Data Lifecycle Management:** Define retention policies and archival strategies to ensure efficient historical tracking.
2. **Advanced Security Protocols:** Implement multi-factor authentication, real-time threat detection, and compliance tracking to prevent breaches.
3. **Legal & Ethical Considerations:** Ensure alignment with regulations beyond standard insurance laws, such as data privacy mandates.

VI. QUOTE SUBMISSION INSTRUCTIONS:

- A. Quotations should be submitted electronically by the stated due date and time, or as modified by addendum hereto, through the [Albemarle County Procurement Intake Form](https://www.albemarle.org/government/finance/procurement/solicitations) on the Albemarle County Office of Procurement Solicitations Page: <https://www.albemarle.org/government/finance/procurement/solicitations>. Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above, by not later than the date and time established herein or as modified by an addendum hereto. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*
- B. Quotes must be provided by submission on the County forms and shall include acceptance of all County Terms and Conditions, expressly stated herein or incorporated by reference. Quote submission must include fully executed [Attachments A through D and G] along with narrative response to any technical factors listed in VI. B, below.
- C. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ shall belong exclusively to the County 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 Virginia Code 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire quote document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- D. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
- E. **AUTHORITY TO TRANSACT BUSINESS:** Pursuant to *Virginia Code* § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract. Attachment C applies, an executed copy of which shall be included with your quote submission.

VII. EVALUATION AND CONTRACT AWARD:

- A. Timely received quotes will be evaluated in accordance with the criteria set forth below.
- B. Basis for Contract Award: The Contract, if awarded, will be awarded to the Offeror whose proposal is considered to provide the best value to the County , provided the offered quote is reasonable and is in the best

interest of the County to accept it and subject to the County's right to reject any and all offers and to waive an informality in the offer. Evaluation will be based on price and price related factors, as well as technical criteria as follows:

1. Data Storage, Security, and Management; Continuous Improvement, Auditing & Optimization; User Experience & Stakeholder Engagement; Governance & Compliance Enhancements
2. Firm delivery expected no later than November 30, 2025. This date will be a factor in making the award. Delivery hours are 7:00 a.m. – 3:30 p.m., Monday – Friday.

Information will be evaluated and scored through the following methodology:

Price	20%
Technical Factors`	80%

- C. **THE CONTRACT:** The successful Offeror(s) shall be issued a County Prepared Purchase Order (PO) or may be awarded a contract in such form, terms and conditions if found at Attachment H hereto. **A County PO must be accepted by the awardee or, when used in lieu of a PO, the County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County reserves the right to make multiple awards to multiple contractors, including awards at line item pricing levels, as determined to be to the best advantage to the County.

VIII. PRE-QUOTE CONFERENCE: No pre-quote conference is scheduled for this solicitation.

IX. GENERAL TERMS AND CONDITIONS:

- A. Refer to the General Terms and conditions located online at <https://www.albemarle.org/government/finance-and-budget/procurement/general-terms-and-conditions>.

X. SPECIFIC TERMS AND CONDITIONS:

- A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.
- C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- D. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle
- E. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with

any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

F. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.

G. RENEWAL OF CONTRACT: Contract shall be for one-year beginning date of award with the option to renew under the terms of the original agreement for up to four (4) additional one-year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

XI. METHOD OF PAYMENT: The County shall promptly pay for completed delivered goods or services by the required payment date each month. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. In addition, invoices are to be submitted to the County by the 15th of the month following the month services were rendered.

XII. QUOTATION FORM: Offeror shall include pricing on ATTACHMENT A, QUOTATION FORM.

XIII ATTACHMENTS:

ATTACHMENT A	Quotation Form
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Not Used
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Sample Contract Form

ATTACHMENT A

QUOTATION FORM

RFQ#: 2026-RFQ-3100810

Title: Data Warehouse and Analytics Tool

State your earliest firm delivery or performance date: _____ 20____.

Total Fixed Lump Sum for Services as per all terms, conditions and specifications herein.	\$ _____ (Basis of Award)
Data Warehouse Function Stand Alone	
Predictive Analytics Tool Option 1	
Predictive Analytics Tool Option 2	
Predictive Analytics Tool Option 3	

A County PO must be accepted by the awardee or, when used in lieu of a PO, the County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.

PRINTED NAME: _____

SIGNATURE: _____

BUSINESS NAME AND ADDRESS:

DATE: _____

QUOTE VALID THROUGH: _____

Attachment A

1

ATTACHMENT B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The Offeror:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust - OR-
<input type="checkbox"/>	<p>is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of:</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. <input type="checkbox"/> Owning, protecting, and maintaining property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. <input type="checkbox"/> Transacting business in interstate commerce. -OR
<input type="checkbox"/>	<p>is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.</p>

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes):

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT F

INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the County 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. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/ \$1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non-contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of Albemarle County Government is required on the commercial general liability policy.
 - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.
 - e. Umbrella Liability Coverage- minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.
 - f. Cyber Security Coverage – minimum coverage of \$3,000,000 or greater

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

Proof of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the

policies which require the County and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

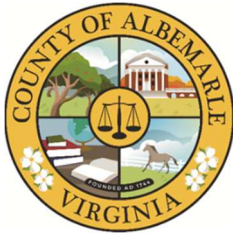
Sovereign Immunity: Nothing contained herein shall affect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as “additional insureds” by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance (When Required): At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.

SAMPLE



CONTRACT #«number»
«Company»
 «Address1»
 «Address2»
 «City», «State» «PostalCode»
«corporate status, as confirmed by SCC»
(Contractor)

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

This Agreement (the “Agreement” or “Contract”) made and entered into on this «AC executed Day» of «AC executed Month spelled out», «Signed Year» between the Contractor as identified above and the County, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. Scope of Work: Contractor agrees to perform such goods or services as specified in the County [Request for Proposals/Invitation for Bids] [RFP/IFB] # [20XX-IFB-XXXXXXX] documentation, and said [RFP/IFB] is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.
2. Incorporation of Documents and Order of Precedence: To the extent that it does not conflict with the terms of this agreement or the [RFP/IFB], the Contractor’s proposal/bid, dated [month day, year], is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the [RFP/IFB], or Contractor’s proposal/bid, the terms of this Agreement first and the [RFP/IFB] second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. Payment/Consideration Schedule: In consideration of the work to be performed by Contractor, as set forth in the section entitled, “Scope of Work,” the County agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the County. A valid invoice shall be an invoice submitted for completed and accepted work and shall include detailed hours worked under each rate category, each hour of equipment used, and the rates for each of the forgoing in accordance with Contract Exhibit B, attached hereto. Use the following sentences for term contracts wherein orders will be placed pursuant to rates established by said term contract. Prior to start of work, Contractor will provide, and the Parties shall agree to a not-to-exceed proposal for any project when requested by the County. The not-to-exceed proposal shall include estimated, detailed hours worked under each rate category, estimated hours for each category of equipment, [and the rates for each of the forgoing in accordance with contract Exhibit B, attached hereto.] [Detailed pricing and maximum liability to the County for this Agreement is included herewith as Exhibit B.]
4. Term: The County's requirements of the products/services hereinafter specified are for the term of date of contract award«Contrdate» and terminating 365 [or such completion date or period as determined by the solicitation/requirements] days after contract award, [with optional renewal clause for up to four (4) additional one (1) year terms. Renewal shall not be automatic, and any and all extensions shall by written agreement and signed by both parties in the same manner as the Agreement was executed.]

5. Non-Appropriation: The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the County's fiscal year, are subject to its approval and ratification by the County and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the County shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the County of any kind whatsoever.
6. Preconditions to Obligation: It is understood and agreed between the parties to this contract that the County shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.
7. Faith-based Organizations: County does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. Nondiscrimination: During the performance of this contract, Contractor agrees as follows:
 - A. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
 - B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Drug-Free Workplace: During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:
 - A. Provide a drug-free workplace for Contractor's employees.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. Compliance with Immigration Laws: Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.

11. Business Entity Registration. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the County. Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.
12. Compliance with All Laws: Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
13. Business License Requirement: If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
14. Non-Assignment: All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. Audit: The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this paragraph.
16. Termination with Cause: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the County may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, County may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the County any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by County, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. Termination without Cause: The County may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily

completed, and accepted by County, at the time of termination. If County terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to County any work completed or in process for which payment has been made.

18. Choice of Laws and Venue: This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. Indemnification and Hold Harmless: It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the County and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the County, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the county, its agents, volunteers, servants, employees, or officials.
20. Notices: All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice. Alternatively, notice can be sent electronically to the parties and email addresses listed below.

Notices for County shall be addressed as follows:

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

With a copy to:

Allison McNally
Chief Procurement Officer
401 McIntire Rd., Room 248
Charlottesville, VA 22902
amcnally@albemarle.org

Notices for Contractor shall be addressed as follows:

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

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

21. Entire Agreement: This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This

Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.

22. Independent Contractor: Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the County. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. Waiver: No failure of County to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the County's right to demand strict compliance with the terms of this Agreement.
24. Interpretation: Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. Severability: The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. Cooperative Procurement: This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the County. The procurement was conducted on behalf of the County and other public bodies. Therefore, pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the County be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.
27. Contractual Claims and Dispute Resolution:
 - a. Compliance. Strict compliance with this procedure is a prerequisite to proceeding with a claim under this Agreement, and no action or statement by School Board representatives waives such compliance. All notices and communications required by this section must be in writing.
 - b. Intent to submit claim. Contractor must notify the Purchasing Agent of its intent to submit a claim, whether for money or other relief, at the time of the occurrence or at the beginning of the work upon which the claim is based, whichever comes first. "At the time of the occurrence or at the beginning of the work upon which the claim is based" means within 48 hours or, if good cause is shown, within 5 business days. "Occurrence" includes:
 - i. County transmits final payment; and
 - ii. A representative of the County states that the County will not pay a requested amount.
 - c. Submission of claim. Contractor must submit its claim no later than 60 days after it has notified the Purchasing Agent of its intent to file a claim. The claim must identify the time of the occurrence or the beginning of the work upon which the claim is based, state the basis for the claim, and identify with specificity the relief sought.
 - d. Investigation of claim. The Purchasing Agent shall investigate the claim. As part of the investigation, the purchasing agent may request that Contractor submit additional information, or appear before the Purchasing Agent, to support its claim. The period between such request and Contractor's response tolls the time within which the Purchasing Agent must respond to the claim. Failure to provide the requested information constitutes noncompliance with this procedure.

- e. Purchasing Agent's decision. The Purchasing Agent shall render a decision within 30 days of receipt of Contractor's claim, setting forth the reasons for such decision. If the Purchasing Agent does not render a decision within 30 days, the claim is considered denied. For good cause, the Purchasing Agent may notify Contractor that more time is required to render a decision.
 - f. The Purchasing Agent may settle the claim. If resolution of the claim requires that the County pay additional money or forgo goods or services that it is arguably owed, then the Purchasing Agent's authority to settle the claim is limited to 25% of the value of the contract or \$50,000, whichever is greater.
 - g. Institution of legal action. If Contractor is not satisfied with the Purchasing Agent's decision, or the Purchasing Agent does not render a decision, it may appeal to the Circuit Court of Albemarle County. Contractor's appeal must comply with the Virginia Public Procurement Act and Title 15.2 of the Virginia Code.
 - h. Amounts not in dispute. Contractor's notice of an intent to file a claim does not permit the County to withhold or delay payment of amounts that it does not dispute. Purchasing Agent's non-response to a claim within the required time constitutes a dispute of amounts claimed.
28. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the County; or, shall notify the County and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the County with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
29. Insurance: Contractor agrees to secure and maintain in full force and effect at all times during the term of this Agreement, the following policies of insurance:
- A. Workers' Compensation Insurance of not less than \$1,000,000.
 - B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
 - C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
 - D. Umbrella Liability Coverage, of not less than \$1,000,000, must be follow form and go over the underlying general liability, commercial auto and employer's liability policies.
 - E. Errors and Omissions (Professional Liability) Insurance at limits not less than one million dollars (\$1,000,000). **[NOTE: Delete if not needed.]**

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

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

30. HIPAA, PHI, and Privacy.

Contractor, on behalf of itself and its affiliates (collectively, the “Contractor Entities”) represents and warrants that the Contractor Entities will comply with all applicable laws that govern the privacy, security, confidentiality or processing of personal information, health information, dental or medical records, health care claim adjudication records, or other records generated in the course of providing or paying for health care Services, including but not limited to HIPAA (collectively, “Privacy Laws”). Contractor, on behalf of the Contractor Entities further represents and warrants that the Contractor Entities have taken or will take by the Effective Date all reasonable steps to protect the confidentiality, integrity, availability and security of its systems and data in all material respects and that it will implement and maintain a reasonable and appropriate privacy and data security program with plans, policies, procedures, and other security measures for privacy, physical and cybersecurity, backup, disaster recovery, business continuity and incident response, including reasonable and appropriate administrative, technical and physical safeguards and workforce training to protect PHI, personal information and the Contractor Entities’ systems from any unauthorized access, destruction or other processing. Contractor, on behalf of the Contractor Entities, represents and warrants that it has or will have by the Effective Date, implemented and maintain written privacy and security policies and procedures, conducted a comprehensive security risk assessment and maintain all other documentation as required by the Privacy Laws.

In the event PHI held by Contractor is the subject of a known or apparent data breach, Contractor shall notify County as soon as practicable but no more than seventy-two (72) hours after confirmation and mitigate, to the extent practicable and at Contractor’s expense, the effects of such breach. Further, Contractor shall fulfill all reporting and notification obligations required under state and federal law, in consultation and cooperation with County, at Contractor’s expense.

31. Other:

COUNTY'S ACCEPTANCE
County of Albemarle, Virginia

CONTRACTOR'S ACCEPTANCE
«Company»

SIGNATURE _____

SIGNATURE _____

NAME (type/print) Allison McNally

NAME (type/print) _____

TITLE Chief Procurement Officer

TITLE _____

DATE _____

DATE _____

Attachment E

1