



**REQUEST FOR PROPOSALS**  
**MEDICAID BILLING SYSTEM**

**RFP No: 20-003-BL**

**July 2, 2019**  
**County of Gloucester**  
**Central Purchasing Office**  
**6467 Main Street – 1<sup>st</sup> Floor**  
**Gloucester, VA 23061**  
**Phone: (804) 693-6235 Fax: (804) 693-0061**

Sealed proposals, subject to the terms and conditions contained herein, will be received at the above office of Central Purchasing, 1st Floor, 6467 Main Street, Gloucester, Virginia, 23061, through the due date and hour shown below (local prevailing time), for furnishing the following described materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

**Purpose of Solicitation:** To receive competitive offers and establish a contract with a qualified service provider to provide and maintain an automated Medicaid Billing system for the Special Education Department of Gloucester County Public Schools.

**Proposals Due: July 19, 2019 at the Close of Business**

**Contract Officer:** *Bill Lindsey, CPPO, C.P.M., Purchasing Agent*

**ONE ORIGINAL AND THREE COPIES OF YOUR SUBMITTAL IS REQUESTED**

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the materials requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Provider Name \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_ Business License No.: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Virginia State Corporation Commission Identification Number: \_\_\_\_\_ (Required for Award)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## NOTICES

Copies of the Proposal Documents may be obtained at the Central Purchasing Office located in County Office Building 1, 6467 Main Street, Gloucester, Virginia, at no charge. You may also download this bid at on the Gloucester Central Purchasing website. Inquiries regarding this solicitation should be directed by email to Bill Lindsey, at [blindsey@gloucesterva.info](mailto:blindsey@gloucesterva.info)

## TERMS AND CONDITIONS

1. **Governing Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Anti-Discrimination:** By submitting their proposals, offerors certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:
  - a. During the performance of this contract, the Consultant agrees as follows:
    1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
    3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - b. The Consultant will include the provisions of "1" above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each sub contractor or vendor.
3. **Ethics in Public Contracting:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **Immigration Reform And Control Act Of 1986:** By submitting their proposal, offerors certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
5. **Debarment Status:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
6. **Antitrust:** By entering into a contract, the Consultant conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.
7. **Clarification of Terms/Addenda:** If any prospective offeror has questions about the specifications or other solicitation documents, they should contact the buyer for this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addendums may also be on the Gloucester Central Purchasing website. It is the offerors sole responsibility to ensure they have obtained any and all addenda prior to submittal of their offer. (§ 2.2-4316, *Code of Virginia*).
8. **Payment:** A. Payment terms shall be Net 45 days unless otherwise stated by the offeror on this solicitation. Alternative terms may be offered by the offeror for prompt payment of bills. B. Discount period shall be computed from the date of proper receipt

of the Consultant's correct invoice, or from the date of acceptable receipt of the services, whichever is latest. C. The payment terms stated herein must appear on the Consultant's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. D. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).

9. Drug Free Workplace: During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this proposal that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.
11. Precedence of Terms: The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
12. Identification of Proposal Envelope: If a special envelope is not furnished, or if return in a special envelope is not possible, the signed proposal should be returned in a special envelope or package, sealed and identified with the Offeror's Name, Solicitation Number, Due Date and Time.
13. Late Proposals: To be considered for selection, proposals must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of proposals is that time on the automated stamp machine in the Central Purchasing Office. Proposals received in Central Purchasing after date and hour designated are automatically non-responsive and will not be considered. The County is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the offeror to ensure that its proposal reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for the receipt of proposals, the proposals will be accepted on the next business day of the County, at the originally scheduled hour.
14. Qualification of Offerors: The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure the services conform to the specifications. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Purchasing Agent further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Purchasing Agent that such offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
15. Additional Information: The County reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which the Purchasing Agent deems desirable. By submitting their offers, offerors certify they understand the terms and conditions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of any of the terms and conditions may be a breach of contract and can result in default action being taken by the County.
16. Award Notices: Award(s) or Decision(s) to Award shall be posted on the public posting board in Central Purchasing, ref. § 2.2-4360, *Code of Virginia*. It may also be posted on the Gloucester County Central Purchasing's website.
17. Protest of Award or Decision to Award: Any Offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten days by instituting legal action as provided in § 23-64 of the *Code of Gloucester County*.

18. Assignment of Contract: The resulting contract shall not be assignable in whole or in part without the County's written consent.
19. Default: In case of failure to deliver the services in accordance with the contract terms and conditions, the Purchasing Agent, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.
20. Taxes, Fees and Surcharges: Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.
21. Cancellation of Contract: The Purchasing Agent reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
22. Contractual Disputes: In accordance with § 22-63 of the *Code of Gloucester County*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Consultant may then appeal the Purchasing Agent's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.
23. Indemnification: Consultant agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Consultant or any services of any kind or nature furnished by the Consultant, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the services in the manner already and permanently described by the Consultant.

### **SPECIAL TERMS AND CONDITIONS**

1. Independent Contractor: The Consultant shall not be an employee of Gloucester County, but shall be an independent Consultant. Nothing in this agreement shall be construed as authority for the Consultant to make commitments, which shall bind Gloucester County or to otherwise act on behalf of Gloucester County, except as Gloucester County may expressly authorize in writing.
2. Supremacy Clause: Notwithstanding any provision in the offeror's response to the contrary, the offeror agrees that the terms and conditions contained in this solicitation shall prevail over contrary terms and/or conditions contained in the offeror's response.
3. Questions: Questions about the proposal are to be submitted in writing, referencing the proposal number, to the Purchasing Agent for this solicitation. Request for additional information or interpretations on instructions may also be addressed. Central Purchasing urges interested offerors to communicate concerns during the response period to avoid misunderstandings. Questions received less than three (3) business days prior to the proposal due date may not be answered. Questions may be answered by written addenda. All addenda issued by Central Purchasing shall become part of the specification and may be made part of the contract documents. Addenda will be distributed to all that are known to Central Purchasing to have received a complete set of solicitation documents. Addenda will also be posted on the Central Purchasing public bulletin board and may also be on the Gloucester County Central Purchasing's website. No addenda will be issued later than three (3) days prior to the solicitation due date, except an addendum cancelling or postponing a solicitation may be issued at any time prior to the receipt of offers.
4. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following minimum insurance coverage(s) at the time the contract is awarded.  
Minimum Insurance Coverage(s) and Limits Required:
  - a. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
  - b. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Consultants 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.
  - c. Employer's Liability - \$100,000.
5. Ownership of Materials: All data, material and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information*

*Act.* Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).

6. Cooperative Agreement: This solicitation is being conducted under the provisions of § 2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposal, if the request for proposal specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Offeror(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). The Central Purchasing Department of Gloucester County, VA acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Offerors desiring to offer to other jurisdictions under this clause should so indicate in their response.
7. Renewal of Contract: It is the intent of this solicitation to establish a contract(s) for a period of one (1) year beginning from the date of award. The contract may be renewed, thereafter, for five (5) additional one-year periods under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Notice of the County's intention to renew may be given prior to the expiration date of each term, however the Contractor's performance in any period without written notice from the County will constitute acceptance of an additional contract period.
  - A. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - B. If, during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the last twelve months for which statistics are available.

**Additional Contract Extensions:** If the County identifies the services provided by the Consultant to be acceptable through all renewal periods, the County reserves the sole right to re-negotiate and extend the contract on an annual basis for up to four (4) additional one-year extensions if deemed to be in its best interest.

8. Criminal Background Check:
  - (a) As a condition of awarding a contract for the provision of services that require the Contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the Contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*). Any such background check provided by the contractor to the County/Schools shall not exceed a period greater than 12 months prior to the contact period.
  - (b) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Contractor's employee or volunteer service, and shall not be disseminated to any person not involved in the assessment process. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Contractor or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial
9. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

## **MEDICAID BILLING SYSTEM**

### **Purpose**

Gloucester County Public Schools, ("Client") desires to acquire an automated web-based Medicaid Billing system to collect and compile data necessary to bill client using a fee-for-service model that is with the federal Medicaid program.

### **Scope of Services**

- The billing system must be able to bill for the following services: speech therapy, occupational therapy, physical therapy, nursing, psychological services, evaluations, and transportation (all inclusive). Working with Client, Contractor shall become compliant with State Medicaid FFS electronic eligibility checking, claiming and claim resolution in order to provide these services to the client. At a minimum, this shall include the provision of monthly files to the Client for monthly eligibility checking.
- The software solution must be able to provide billing using NPI numbers and at a minimum be able to use ‘click and drag’ screen option for therapists, as well as having a calendar option to track all services provided. Provide Medicaid monitoring and reporting for client users.
- Provide configuration and maintenance services and train client’s employees for the implementation and use of the system. Provide help desk support for client.
- Provide a system with multiple reporting capabilities as it relates to Medicaid billing and administration.
- Offer the Contractors system as a SaaS approach where the servers are maintained in a secure environment with 99% availability during client business hours and scheduled maintenance during off hours or weekends.

### **Submittal Requirements**

Offerors are requested to submit a comprehensive and concise package that is bound in one volume that includes their detailed qualifications for all areas proposed below.

- **Experience:** Provide a narrative describing the firm’s experience and qualifications with conducting automated Medicaid billing systems. At a minimum, describe how long the firm has provided the services and describe the breadth of services that has been provided by the Contractor. Experience with county and municipal governmental solutions shall be described. Describe your organizational philosophy and the mission and values of your firm as it relates to providing client services. Identify if the firm is under any litigation that could negatively impact the ability to perform the services in a professional and time sensitive manner.
- **Staffing:** Provide names, occupations, qualifications and resumes of the staff members that would be tasked in conducting and managing the automated solution for the Client. Identify your entities officers and directors, management structure, organizational chart and project teams. Explain staff assignments of the various steps in the anticipated process. What are the office hours and location of the office that will provide the services located?
- **Process:** Detail the extent of your automated Medicaid billing systems that is being proposed in relation to this solicitation. Describe the development and implementation of the billing and record keeping process and what the Contractor estimates to be a reasonable schedule in successfully implementing the system. Define the methods and best practices that will be used in the automated solution and describe the assistance, materials, and time allocations to be furnished by the Client for this project.
- **Cost and Fees:** Describe all fees required for the performance of the requested services.
  - a. An itemized list of fees for each provided service.
  - b. A payment schedule with each payment linked to a service deliverable or identifiable point in the project.
  - c. If applicable, a fixed price for any travel required to perform the proposed project as well as any additional travel cost for any supplementary services requested by the Client (i.e. per trip; per diem; etc.).
- **References:** Provide references from local government entities or clients for services performed similar to the scope desired in this solicitation that can verify the quality, competency and professional skills of the firm. A minimum of three (3) references (preferably in Virginia) are desired.

### **Evaluation Criteria**

Each proposal will be evaluated in compliance with the RFP instructions to the offeror and any mandatory terms and conditions set forth within the solicitation document. The objective of the evaluation will be to recommend the firm(s) who is the most responsive to the expressed needs of Gloucester County. Proposals will be evaluated with the following criteria:

- A. Experience, Qualifications and Capacity of the offeror to perform the desired services included in the solicitation.
- B. Understanding of Gloucester County service needs and the offerors expressed ability to provide the various processes identified in this solicitation.

- C. Firm's current workload and the ability to assign the needed resources to the service needs in a rapid and professional manner.
- D. Acceptability of the provided references for comparable services performed by the firm.
- E. Reasonability of Cost and Fees.

### **Evaluation Process**

Proposals will be evaluated and interviews may be scheduled with selected firms in accordance with the "other than professional services" method of selection outlined in § 22-52 of the *Code of Gloucester County, Virginia*. Be advised that the County may elect to forego interviews and move directly to negotiations at its sole discretion. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals (RFP). Interviews may then be conducted with selected offerors. After negotiations have been completed, the County will select the offeror, which, in its opinion, has made the best proposal, and will award the contract to that offeror. Should the County determine that only one offeror is fully qualified or that one offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that offeror.

### **Award**

Award shall be made to the responsible offeror whose proposal is determined, in writing, to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals per § 22-50 of the *Code of Gloucester, Virginia*. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the County. The award shall be based on the evaluation of all information as the County may request. The County reserves the right to make multiple awards as a result of this solicitation. The County reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP.

### **Method of Payment**

The Consultant will be paid on the basis of the invoice submitted to the Gloucester County Finance Department after services have been provided and acceptance has been indicated by the designated representative of the GCBS. All payments will be made in accordance with the Code of Virginia's Prompt Payment provisions. *Code of Virginia §2.2-4347 & 2.2-4352*

### **Debriefing**

The County will keep all information regarding the identification of the persons or firms making offers or the contents of any offers as confidential. This information will only be available after an award or decision to award has been made. After an award is made, or the decision to make an award is made, the debriefing process will consist of the procurement file being made available for review in the Central Purchasing Department. Central Purchasing staff will not meet with offerors to discuss the file. Offerors should make an appointment to review the file during normal business hours, 8AM-4PM, Monday - Friday.

### **Trade Secrets/ Proprietary Information**

Trade Secrets or Proprietary information submitted by an offeror, relating to a procurement transaction, shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the award decision, including prices and other factors, shall be made public after an award decision is made.

Please mark one:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**