

Purchasing Department

P. O. Box 13145 • Roanoke, VA 24031

(540) 853-1348 • Fax (540) 853-2836

May 5, 2023

**REQUEST FOR PROPOSAL**

**RFP 3122**

Notice is hereby given of the intention of the School Board for the City of Roanoke, Virginia (“Owner”), to solicit proposals to contract for:

**DENTAL, MEDICAL, PRESCRIPTION, AND VISION COVERAGE**

Sealed proposals will be received in the Purchasing Office for the ROANOKE CITY SCHOOL BOARD, 40 Douglass Avenue, NW, Roanoke, Virginia 24012.

**Delivery of Proposal**: It is the responsibility of the vendor to assure that its proposal is delivered to the place designated for receipt of proposals and by the time set for receipt of proposals. No proposals received after the time designated for receipt of proposals will be considered. Proposals must be in the hands of the officer or agent of the Owner whose duty it is to receive them by the time specified. The officer or agent of the Owner whose duty it is to receive proposals will decide when the specified time has arrived and will determine if the proposal was in their possession by that time.

**For Hand delivered proposals,** sufficient time must be allowed for the building receptionist to contact the Purchasing Office. Receptionist will not be responsible for last minute arrivals or late proposals.

**Due Date and Time: June 2, 2023; 3:00 P.M. (EST)**

**Location: Purchasing Office, Roanoke City Public Schools, 40 Douglass Avenue NW, Roanoke, VA 24012.**

In the event that School Board offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for proposals, the published due date will default to the next open business day at the same time.

**Announcement of Award**: Upon the award or the announcement of the decision to award a contract as a result of this Invitation for Bid, the Director of Purchasing will publicly post such notice on the Roanoke City Public School’s web site (<https://www.rcps.info/departments/administrative_departments/Purchasing_Department/> **(*Click* on Bids, RFP’s, Awards, and Cancellations)** for a minimum 10 day period.

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ROANOKE CITY SCHOOL BOARD

**Eric Thornton**

**Purchasing Director**

Electronic Invitation to Bid/RFP Retrieval Instructions: **Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address:**

[**https://www.rcps.info/departments/administrative\_departments/Purchasing\_Department/**](https://www.rcps.info/departments/administrative_departments/Purchasing_Department/)**.**

***Click* on “Bids, RFP’s, Awards, and Cancellations”**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**This Public Body does not discriminate against Faith-Based Organizations**

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**RFP 3122**

**DENTAL, MEDICAL, PRESCRIPTION, AND VISION COVERAGE**

1. **PURPOSE**

The purpose and intent of this Request for Proposal (“RFP”) is to solicit sealed proposals and establish a term contract(s) for Dental, Medical, Prescription, and Vision coverage for the employees and dependents of Roanoke City Public Schools (“RCPS”, “Owner”, “Division”), as well as a grandfathered class of retirees. Roanoke City Public Schools intends to retain a qualified firm(s) (“Contractor”, “Offeror”) to provide these services for the Division. Given the nature of different benefits and benefit providers, multiple contracts may be awarded.

This document establishes the anticipated services to be performed and outlines the evaluation and selection process. The selection process, based on the evaluation criteria listed in the RFP, should result in a firm being awarded a contract; however, this document does not guarantee that a contract will be awarded.

**Please note: Roanoke City Public Schools objective for this RFP is to consider and evaluate proposals received directly from Insurance Carriers rated highest quality such as “A” or higher by AM Best , Fitch Rating, Standard & Poor’s, and Moody’s Investment Services. Submittals by Proposers shall prominently indicate that their proposal is based upon their ‘owned network’. Third Party Administrator proposals will not be considered in this solicitation.**

**II. BACKGROUND**

RCPS is a progressive urban school district in the City of Roanoke, Virginia. Roanoke, which covers 43 square miles, is located at the southern end of the Shenandoah Valley, approximately 170 miles west of Richmond and 235 miles southwest of Washington, D.C. Roanoke has a population of approximately 100,000. Nearly 300,000 citizens reside in the immediate area. RCPS employs approximately 2,200 full and part-time workers, making it the second largest employer in the City.

RCPS provides a comprehensive instructional program for approximately 13,130 students in Pre-Kindergarten through Grade 12 annually. The school division is comprised of seventeen elementary schools, five middle schools, two high schools, the Roanoke Valley Governor’s School for Science and Technology, the Forest Park Academy (a secondary-level alternative education facility focused on putting overage and/or under-credited students back on track for graduation), the Noel C. Taylor Learning Academy (an alternative education center for students who have exhibited significant behavioral issues), adult education programs, and preschool programs for low income families.

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**III. STATEMENT OF NEED**

RCPS seeks partner(s) for medical administration services that brings the expertise needed to manage the cost while delivering quality of service and healthy outcomes. In delivering that approach, RCPS has the following objectives:

1. Organize the entire service model around the unique needs, service preferences and health goals of Members, while recognizing their aspirations and contributions for RCPS;
2. Establish clear, straight lines of accountability to RCPS that allow for the efficient fulfillment of all deliverables and reporting duties, with an appropriate separation of controls and checks and balances protecting confidentiality and privacy;
3. Move beyond the traditional “third party” managed care models of operation, in a framework that ensures excellence and continuity without sacrificing access or transparency for each Member; and
4. Provide the significant knowledge, experience and technology required for maximizing the resources and talent available to drive value and realize integration, with the autonomy required to close gaps, learn, and innovate quickly.

RCPS is requesting competitive proposals for administration of the following programs and intends to evaluate the account management, administration, technology, reporting and communication capabilities of the carriers in conjunction with the financial aspects (fees, network discounts, access, and disruption) of its programs. The RFP includes the comprehensive administration of each Member's benefit programs including but not limited to:

* Account Management,
* Experience with Education/School District clients,
* Medical management,
* Claims Administration and claims payment,
* Member services, and
* Management reporting.

In addition, RCPS is interested in partnering with a carrier that can provide the following capabilities.

1. A sophisticated data warehouse that:

a. Integrates medical, pharmacy and wellness data from the responding carrier or third party for all RCPS members;

b. Supports population health analytics to evaluate costs, quality and the delivery of care across RCPS members;

c. Offers limited and blinded access for financial data (e.g., an RCPS Member can view their detailed information but sees only aggregate financial data for other members – no specific people or claims); and

d. Provides risk-adjusted or normalized benchmarks.

2. Disease management (e.g., diabetes, COPD), utilization management (e.g., preauthorization), complex case management for managing high-cost claims, and wellness (e.g., weight management, tobacco cessation) that may be carved-in, carved-out. The selected partner should have the flexibility to accommodate each RCPS Member's desired approach.

3. A clinical tool allowing the RCPS or designated vendor to see risk scores generated by predictive modeling, and document clinical progress.

4. Transmission of eligibility files to RCPS's pharmacy and stop loss partners; and

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5. Ability to administer a value-based design, which aims to increase health care quality and decrease costs with the use of financial incentives. These incentives help to promote better consumer choices.

**This is a request for the responding carriers to include Stop Loss and Prescription Drugs (Carve-In).**

**IV. CONTRACT PERIOD**

The initial term of the contract will be five (5) years. The contract may be extended by RCPS and the awarded Contractor, by mutual agreement, for up to five (5) additional one (1) year periods.

**V. PROPOSAL PREPARATION AND SUBMITTAL REQUIREMENTS**

1. General Requirements:

In order to be considered for selection, Offerors must submit a complete

response to this RFP. Specifically, Offerors must provide one (1) original, three (3) copies,

and one (1) redacted copy that omits any proprietary or confidential information that the

Offeror requests to be withheld from public view. A flash drive including all

documentation provided in the redacted and un-redacted responses must also be provided.

* 1. Proposal Preparation:
     1. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the School Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
     2. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
     3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
     4. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the School Division, providing an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiations. The School Division will schedule a time and location for these meetings. These meetings are an option of the School Division and may or may not be conducted.

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Responses must be delivered not later than 3:00 p.m. on June 2, 2023, to:

Eric Thornton

Purchasing Department

Roanoke City Public Schools

40 Douglass Avenue, NW

Roanoke, VA 24012

1. **EVALUATION AND AWARD OF CONTRACT**

## Evaluation Criteria

## Medical Scorecard

|  |  |
| --- | --- |
| **Key Category** |  |
| **A. Quantitative Score** | **Weighting** |
| Administrative Services (ASO) Fees | 20% |
| Stop Loss Fees | 20% |
| Pharmacy Benefits: Financial Terms | 20% |
| Budget Requests | 5% |
| Provider Discounts | 20% |
| Provider Disruption | 10% |
| Provider Geo Access | 5% |
| **Quantitative Score** | **100%** |
|  |  |
| **B. Qualitative Score** | **Weighting** |
| Account Management and Implementation | 20% |
| Pharmacy Benefits: Administration | 20% |
| Data, Reporting and Analysis | 15% |
| Clinical/Wellness Management and Engagement | 20% |
| Strategic Partnership & Innovation | 15% |
| Performance Guarantees | 10% |
| **Qualitative Score** | **100%** |
|  |  |
|  |  |
| **C. Overall Score** | **Weighting** |
| Quantitative Score | 60% |
| Qualitative Score | 40% |
| **Overall Total Score** | **100%** |

## Pharmacy Scorecard

|  |  |
| --- | --- |
| **Key Category** |  |
| **A. Quantitative Score** | **Weighting** |
| Discounts, Dispensing Fees and Rebates | 60% |
| Formulary Disruption | 30% |
| Pharmacy Network Geo Access | 10% |
| **Quantitative Score** | **100%** |
|  |  |
| **B. Qualitative Score** | **Weighting** |
| Account Management and Implementation | 20% |
| Data, Reporting and Analysis | 15% |
| Contract Terms and Conditions | 55% |
| Performance Guarantees | 10% |
| **Qualitative Score** | **100%** |
|  |  |
| **C. Overall Score** | **Weighting** |
| Quantitative Score | 60% |
| Qualitative Score | 40% |
| **Overall Total Score** | **100%** |

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**Vision Scorecard**

|  |  |
| --- | --- |
| **Key Category** |  |
| **A. Quantitative Score** | **Weighting** |
| Rates/Premiums | 75% |
| Provider Geo Access | 25% |
| **Quantitative Score** | **100%** |
|  |  |
| **B. Qualitative Score** | **Weighting** |
| Administration/Account Management | 25% |
| Data, Reporting and Analysis | 15% |
| Plan Design | 60% |
| **Qualitative Score** | **100%** |
|  |  |
| **C. Overall Score** | **Weighting** |
| Quantitative Score | 60% |
| Qualitative Score | 40% |
| **Overall Total Score** | **100%** |

**Dental Scorecard**

|  |  |
| --- | --- |
| **Key Category** |  |
| **A. Quantitative Score** | **Weighting** |
| Rates/Premiums | 75% |
| Provider Geo Access | 25% |
| **Quantitative Score** | **100%** |
|  |  |
| **B. Qualitative Score** | **Weighting** |
| Administration/Account Management | 25% |
| Data, Reporting and Analysis | 15% |
| Plan Design | 60% |
| **Qualitative Score** | **100%** |
|  |  |
|  |  |
| **C. Overall Score** | **Weighting** |
| Quantitative Score | 60% |
| Qualitative Score | 40% |
| **Overall Total Score** | **100%** |

1. **Award of Contract**

Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). RCPS may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4319 and Section 2.2- 4359, Code of Virginia.) Should RCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be RCPS’ Standard Contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor’s proposal as negotiated.

**VII. CALENDAR OF EVENTS**

**DATE**

Release of RFP May 5, 2023

Receive Written Inquiries (no later than) \* May 16, 2023 (5:00 PM, EST)

Answer Written Inquiries (anticipated)\*\* May 24, 2023 (5:00 PM, EST)

Receive RFPs June 2, 2023 (3:00 PM, EST)

\*Written inquiries should be directed to Eric Thornton, [ethornton@rcps.info](mailto:ethornton@rcps.info).

\*\*Answers will be posted on RCPS website under the Purchasing Department.

<https://www.rcps.info/departments/administrative_departments/Purchasing_Department/bids__rfps__awards_and_cancellations>.

**VIII. GENERAL TERMS AND CONDITIONS**

**A. Taxes**: State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.

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**B. Mandatory use of RCPS Forms and Terms and Conditions:** Failure to submit a proposal on the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.

**C. Precedence of Terms**: Except for Paragraphs A and B of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the Generals Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.

**D. Default:** In case of failure to deliver the reports, documents, or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold the Contractor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which RCPS may have.

**E. Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.

**F. Antitrust**: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title and interest in and to all causes of the action it may now 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 RCPS under said contract.

**G. Ethics in Public Contracting:** By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value was exchanged.

**H. Anti-Discrimination**: By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

1. In every contract over $10,000, the provisions 1 and 2 below apply:
2. During the performance of this contract, the contractor agrees as follows:
3. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination

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clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. 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.

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

**I. Debarment Status:** By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

**J. Applicable Law and Courts**: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state, and local laws and regulations.

**K. Qualifications of Offerors**: RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror’s physical plant prior to award to satisfy questions regarding the Offeror’s capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**L. Anti-Collusion Certification**: By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.

**M. Payment Terms**: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 day, however; the Vendor will work with RCPS to set a timeline at the point in time that the contract is funded. If the schedule cannot be achieved within the timeline agreed upon due to the fault of the vendor, RCPS may deduct 1% of the total costs per day until the project is complete.

**N. Immigration Reform & Control Act of 1986**: By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

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**O**. **Relationship of Offeror to Owner**: After the Contract for services has been fully executed, the Offeror shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the Offeror.

**P**. **Code and Regulatory Compliance**: Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.

**Q**. These terms and conditions are made part of any resulting contract.

**IX. SPECIAL TERMS AND CONDITIONS**

**A. Insurance**:

1. Prior to the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

A. Workers’ Compensation. Workers' Compensation insurance covering Contractor’s statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement.

B. Automobile Liability. The minimum limit of liability for automobile liability insurance shall be $1,000,000 combined single limit applicable to owned or non-owned vehicles

C. Commercial General Liability Broad Form insurance shall insure against all claims, loss, cost, damage, expense, or Contractor’s performance under this contract. The minimum limits of liability for this coverage shall be $2,000,000 combined single limit for any one occurrence.

**B. Audit:**  The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.

**C. Termination of Contract**: RCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

**D. Modification of Contract**: RCPS may, upon mutual agreement with the Offeror, issue written modifications to the Scope of Work as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by $50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Superintendent or Superintendent’s designee.

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**E. Ownership of Materials:** Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be 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 *Freedom of Information Act,* unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4342(F) of the *Code of Virginia,* in writing, either before or at the time the data or other material is submitted. The written notice must *SPECIFICALLY* identity the data or materials to be protected and state the reason 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 proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*

**F. Subcontracts**: No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.

**G. Indemnification**: The contractor agrees to be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.

**H. Proposal Acceptance Period**: Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the "written" request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.

**I. Late proposals:** To be considered for award, proposals must be received by Roanoke City Public Schools, Attention Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of proposals is that time on the clock located in RCPS Purchasing Department. Proposals received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to ensure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.

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**J. Gifts by Offeror, Contractor, or Subcontractor:** No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a 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 is exchanged.

**K.** **Qualification of Offerors**: Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**L. Availability of Funds:** It is understood and agreed between the parties herein that RCPS shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

**M. Contract Documents:** The contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard Contract form, the General and Special Terms and Conditions, the Scope of Work, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

**N. Rejection of Proposals:** The Superintendent or Superintendent’s designee, on behalf of the School Board, reserves the right to reject any and all proposals.

**O. Procedure for Protest**: Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent, or Superintendent’s designee, of the ROANOKE CITY SCHOOL BOARD 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 (Section 2.2-4360, Code of Virginia).

**P**. These terms and conditions are made a part of any resulting contract.

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**X. ADDITIONAL FORMS**

**STATE CORPORATION COMMISSION FORM**

This form must be returned with response to solicitation

**Virginia State Corporation Commission (“SCC”) registration information**. **The undersigned Offeror:**

is a corporation or other business entity with the following SCC identification number: .

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror’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.

**\*\*NOTE\*\*** Check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): .

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

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_

Name of Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

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**PROPRIETARY AND CONFIDENTIAL INFORMATION FORM**

This form must be returned with response to solicitation

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 § 2.2- 4342F of the *Code of Virginia*, 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 including the section of the proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given five business days, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm): invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on .

Date

Signature:

Title:

No portion of this proposal is to be considered confidential and/or proprietary.

The data/material indicated below is to be considered confidential and/or proprietary.

|  |  |  |
| --- | --- | --- |
| DATA/MATERIAL TO BE PROTECTED | SECTION NO., & PAGE NO. | REASON WHY PROTECTION IS NECESSARY |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

\*Attachments may be made to this form for further clarification, but this form shall serve as the official request to invoke the protections of § 2.2- 4342F of the Code of Virginia.

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**ANTI-COLLUSION CERTIFICATION**

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION**

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?

Yes: \_\_\_\_\_\_\_\_ No: \_\_\_\_\_\_\_\_. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using subcontractors? Yes: \_\_\_\_\_\_\_\_ No: \_\_\_\_\_\_\_\_

In conjunction with the desire of the School Board of the City of Roanoke, VA’s policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

Type of Labor, Service

1. Name of Firm Person(s) Contacted or Material Quoted Date

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

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1. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

Type of Labor, Service Amount of Contract

Name of Firm or Material Quoted Subcontract

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE’s indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

Name of Firm Results of Contact

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. If unable to contact MBE/WBE’s, please indicate efforts made: (Attach additional sheet if

necessary.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This firm has made a good faith effort to utilize MBE/WBE’s whenever possible.

Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Firm)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

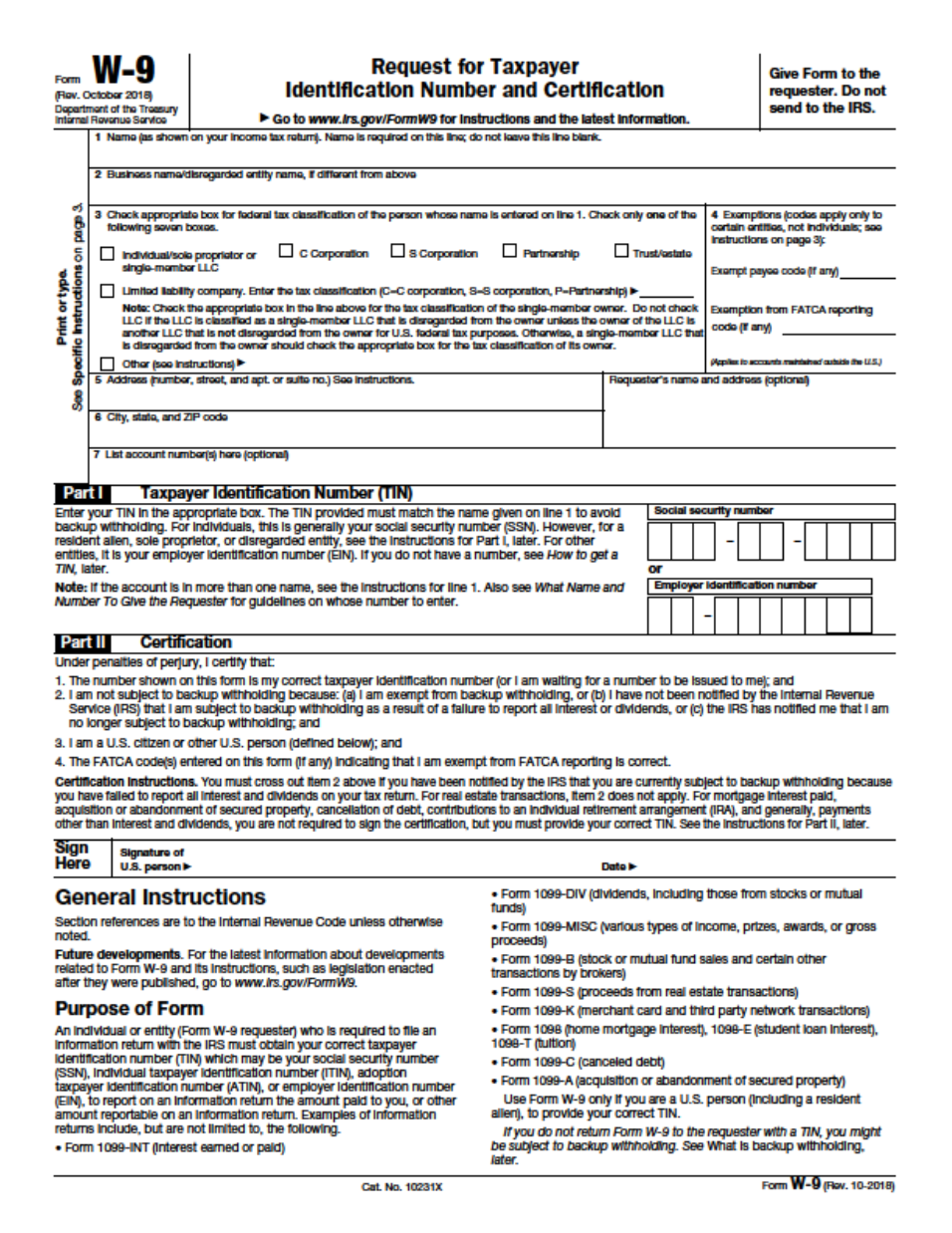
(Telephone) (FAX)

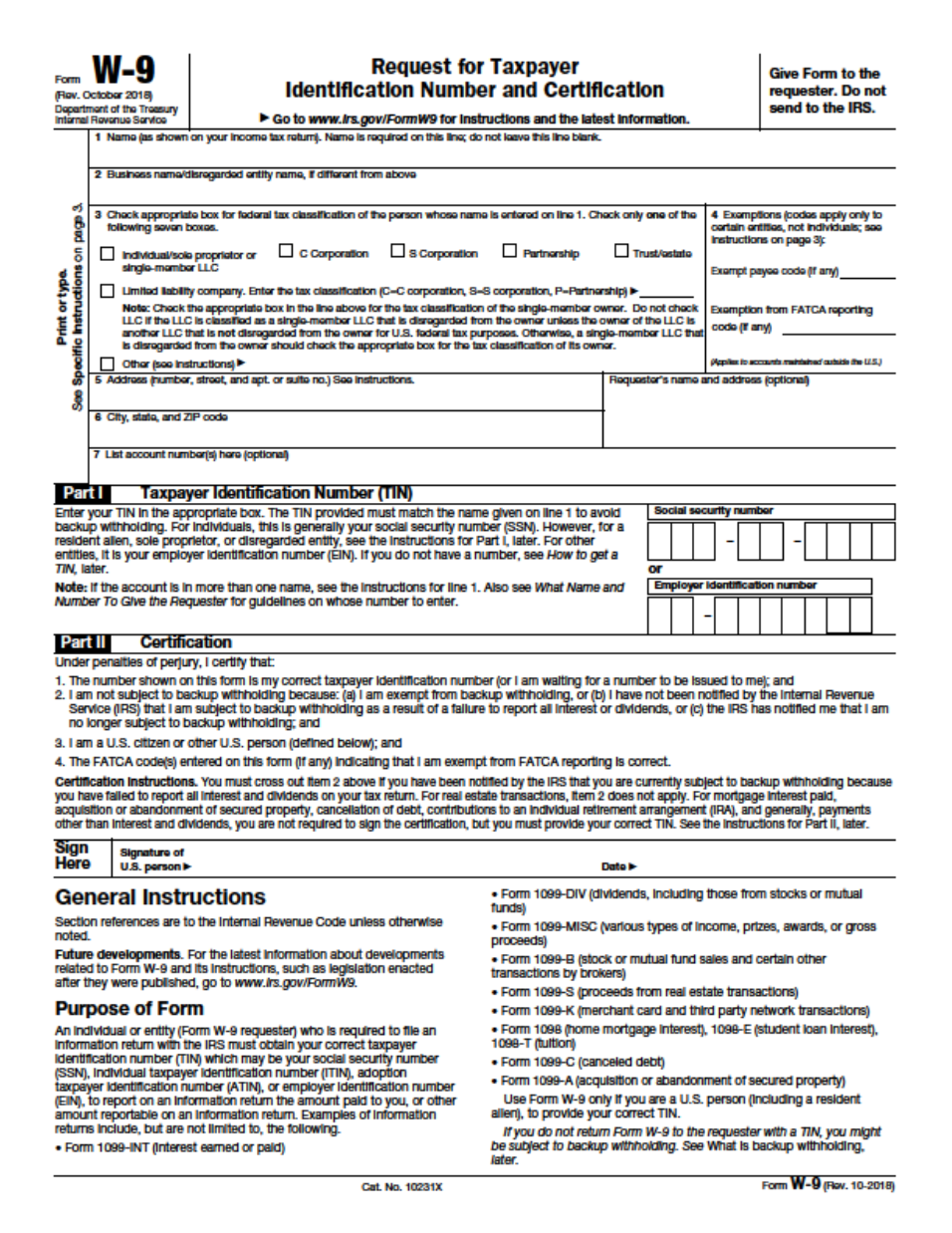
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(Ink Signature and title) (Date)

(Seal and attest Seal if Proposal is by Corporation)

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**Certification of Proposal**

**DENTAL, MEDICAL,** **PRESCRIPTION, AND VISION COVERAGE**

**RFP 3122**

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful vendor certifies that the vendor, all principals and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-Procurement Programs to determine that the successful vendor, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this contract.

FIRM

BY

**(Signature validates proposal)**

(Print or type name)

TITLE \_ ADDRESS\_ \_ CITY \_

STATE, ZIP\_ \_

TELEPHONE

TOLL-FREE NUMBER

FAX NUMBER\_

E-MAIL\_

DATE\_

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**Reference Form**

1. Project Location and Scope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

2. Project Location and Scope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

3. Project Location and Scope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

**Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_**

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**DETACH AND SECURELY AFFIX THIS FORM**

**TO THE FRONT OF THE OUTERMOST ENVELOPE**

Detach Here- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

Company Name

Company Mailing Address

Company City, State, Zip

Roanoke City Public Schools

***Attn: Eric Thornton, Purchasing Director***

Department of Purchasing

40 Douglass Avenue NW Roanoke, VA 24012

Roanoke City Public Schools ----------- **RFP No. 3122**

Closing Time and Date of Proposal **June 2, 2023; 3:00 P.M.**

**XI. NOTICE TO PROPOSERS**

**RFP 3122: DENTAL, MEDICAL, PRESCRIPTION, AND VISION COVERAGE**

**Due: June 2, 2023; 3:00 P.M.**

**Note:** Please contact the following Alliant Employee Benefits team member for the necessary Addendums that will be needed for your response to the RFP. The Addendums will be sent through a secure FTP site. Please provide your e-mail address in order to receive the Addendums:

Carrie Cohn

Alliant Employee Benefits

Carrie.Cohn@alliant.com

Jessica Loving

Alliant Employee Benefits

[Jessica.Loving@alliant.com](mailto:Jessica.Loving@alliant.com)

**ADDENDUMS include:**

1. RCPS 3122 Dental Medical Pharmacy Vision RFP
2. RCPS Census
3. RCPS OE Benefit Guide
4. RCPS Medical RFP Template
5. RCPS Medical RFP Financial Table
6. RCPS Medical Account Structure
7. RCPS Medical Benefit Summaries
8. RCPS Medical SBC’s
9. RCPS Medical SPD’s
10. RCPS Medical Claims Experience Reporting
11. RCPS RX Claims Experience Reporting
12. RCPS Provider Disruption Report
13. RCPS Medical Claims Repricing File
14. RCPS RX PBM RFP Questionnaire Template 2024-2026
15. RCPS RX Claims Experience Reporting
16. RCPS Prescription Drug Formulary Disruption File
17. RCPS Dental RFP Template
18. RCPS Dental Benefit Summaries
19. RCPS Dental Certificates of Coverage
20. RCPS Dental Claims Experience
21. RCPS Dental Network Provider Disruption Report
22. RCPS Dental Rate Exhibit
23. RCPS Vision RFP Template
24. RCPS Vision Benefit Summaries
25. RCPS Vision Certificates of Coverage
26. RCPS Vision Policy 24

**ADDENDUMS Continued:**

1. RCPS Vision Structure
2. RCPS Vision Claims Experience
3. RCPS Vision Provider Disruption Report
4. RCPS Vision Rate Exhibit

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