



Request for Proposals

**Basic, Supplemental & Dependent Life
Accidental Death & Dismemberment (AD&D)
Voluntary Accidental Death & Dismemberment (VAD&D)
Short Term Disability & Long Term Disability
Voluntary, Individual Long Term Disability**

**RFP #2009-2634-2205
September 24, 2008**

City of Newport News, Dept. of Purchasing
Office of the Purchasing Director
2400 Washington Avenue, 4th Floor, City Hall
Newport News, VA 23607

Phone: (757) 926-8031/ Fax: (757) 926-8038; www.nngov.com/purchasing

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, until the time and date shown below (local prevailing time), for furnishing the services described in the solicitation.

Scope of Work: To engage a qualified firm to insure the basic, supplemental and dependant life, accidental death and dismemberment (AD&D), short term disability (STD) and long term disability (LTD) programs for the Active and Retired eligible employees of the City of Newport News, Virginia.

Proposals Due: October 24, 2008, at Close of Business

Contract Officer: _____
Bill Lindsey, CPPO, C.P.M., Procurement Administrator, (757) 926-8031

AN ORIGINAL AND SIX (6) 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 services 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 the firm named below. Each proposal shall be firm for one hundred and twenty (120) days immediately following the proposal due date.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ Email: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

I. Conditions and Instructions

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto, which will be made a part of the proposal. All proposals must be submitted in a sealed package, plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax, electronic and verbal offers will not be accepted.
3. Prices shall include all delivery, set-up fees, and federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service 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 engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City of Newport News reserves the right to procure the services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City of Newport News' extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City of Newport News, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News, any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for

employment, notices setting forth the provisions of this non-discrimination clause.

- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- 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.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

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

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

- 12. Direct contact with any City Department other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.
- 13. Assignment of Contract: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Newport News.
- 14. Applicable Law and Courts: Any purchase order/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 Offeror shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. The Contractor certifies that he does not and will not during the performance of the Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens. Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.
- 15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
- 16. If you have obtained this proposal from our home page or from a source other than directly from the City of Newport News or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the offeror's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package.

The original copy maintained at our offices, in the proposal file folder, shall be considered the official copy. In the case of any inconsistency between proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall

prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your proposal.

17. The offeror acknowledges that their offer does not commit the City of Newport News to pay any costs incurred in the preparation and submission of proposals or in making any necessary studies or designs for the preparation thereof, not to enter into a contract.

18. Questions

Submit questions regarding the RFP in writing to Bill Lindsey, CPPO, C.P.M., Procurement Administrator, no less than **ten (10) calendar days** prior to the closing date of the Request For Proposal. Questions are to be transmitted by email to: blindsey@nngov.com

BE ADVISED THAT THE CITY OF NEWPORT NEWS HAS INCLUDED ALL AVAILABLE STATISTICAL DATA IN THIS SOLICITATION THAT IS AVAILABLE. THE CITY WILL NOT DEVELOP, AMEND, OR MODIFY THIS DATA.

This public body does not discriminate against faith-based organizations

It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The Offeror is requested indicate how such businesses shall be utilized in the performance of this contract.

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE MBE WBE

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a offer for the same product and that this offer 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 offering 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 offer non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

Section I. Scope of Services

Scope of Work: To engage a qualified firm to insure the basic, supplemental and dependant life, accidental death and dismemberment (AD&D), short term disability (STD) and long term disability (LTD) programs for the Active and Retired eligible employees of the City of Newport News, Virginia.

BACKGROUND

The City of Newport News currently offers a basic life, voluntary life, Accidental Death and Dismemberment, short and long term disability (STD is ASO).

Eligibility of Classes:

Class I All active Full-Time Employees of the Employer regularly working a minimum of 40 hours per week, excluding School Board Employees.

Class II Limited class of active School Board Employees of the Employer regularly working a minimum of 30 hours per week. (School Board employees who are eligible for Life Insurance coverage are denoted in the Census).

PROPOSED PLAN DESIGN

It is important to The City of Newport News that their benefit programs continue to remain competitive in the marketplace; therefore we are asking each bidder to provide pricing for the following scenarios:

- Current plan design (including retirees)
- Modified plan designs, as follows :
 - Increase coverage to 2 times Annual Compensation
 - COLI Benefits
 - Waiver of Premium reduction to six months
 - Provide rates to cover Active Employee only (The City may not continue offering Life Insurance Coverage to Retirees) with 2x annual compensation; COLI, Wavier of premium reduction to six months.

MARKETING OBJECTIVES

The objective of this marketing is to secure a financially advantageous arrangement for the City of Newport News with a carrier who is able to guarantee excellent customer service. The City of Newport News will evaluate proposals based on the following four (4) key criteria:

- Competitive multi-year cost proposal.
- Quarterly claims reporting
- Ability to work with the City of Newport News in a partnership to help manage and control costs
- Commitment to service and guarantees for administrative performance.

The City of Newport News and our Consultants Hilb Rogal & Hobbs consider this marketing to be a serious undertaking and expect to work closely with the selected carrier(s) to ensure a smooth implementation of the new program with minimal disruption to employees.

Section II. Current & Proposed Plan Design

On the following pages is a summary of the City of Newport News current and proposed programs.

Classes of Eligible Employees:

Class One: All active full time Employees of the City of Newport News regularly working a minimum of 40 hours per week, excluding School Board Employees

Class Two: Limited Class of School Board Employees of the City of Newport News regularly working a minimum of 30 hours per week

CURRENT LIFE INSURANCE PLAN DESIGN FOR CLASS ONE

Basic Benefit: One times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof

GI: The lesser of 1 times Annual Compensation or \$350,000
Maximum Amount: The lesser of 1 times Annual Compensation or \$350,000

Voluntary Benefit: 0.5, 1, 2, 3, time annual compensation to the greater of:
1) The lesser of 3 times Annual Compensation or \$350,000
When combined with the Basic Guaranteed Issue Amount
2) Or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Maximum Benefit: The lesser of 3 times Annual Compensation or \$350,000 when combined with the Basic Maximum Benefit Amount

Benefit Level: An amount equal to the difference between the current benefit option and the next higher benefit option

Continuation Option:

For Retirees

Benefit Amount: An amount equal to one-half of an Employee's Basic Life Benefit in effect on the date immediately prior to retirement

Maximum Benefit Period Lifetime of the retired employee

Terminal Illness Benefit: An amount equal to 25% but not more than 76% of the Retiree's benefit amount

Waiver of Premium: 9 months

Maximum Benefit Period Lifetime of the Employee

Applicable coverage Life Insurance Benefits for the Employee and his or her Spouse

Spouse Coverage:

Basic Benefit An amount elected equal to \$10,000 or \$20,000

GI \$20,000

Maximum Benefit: \$20,000

Terminal Illness: An amount equal to 25% but not more than 75% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill

Eligibility: The First of the Month on or after 30 days of Active Service

Waiver of Premiums Options do not apply to the Retiree Benefit

CURRENT LIFE INSURANCE PLAN DESIGN FOR CLASS TWO

Basic Benefit:	One times Annual Compensation rounded to the next higher \$1,000, if not already a multiple thereof
GI:	The lesser of 1 times Annual Compensation or \$350,000
Maximum Amount:	The lesser of 1 times Annual Compensation or \$350,000
Voluntary Benefit:	0.5, 1, 2, 3, time annual compensation to the greater of: 1) The lesser of 3 times Annual Compensation or \$350,000 When combined with the Basic Guaranteed Issue Amount 2) Or an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	The lesser of 3 times Annual Compensation or \$350,000 when combined with the Basic Maximum Benefit Amount
Benefit Level:	An amount equal to the difference between the current benefit option and the next higher benefit option
Continuation Option:	
For Retirees	
Benefit Amount:	An amount equal to one-half of an Employee's Basic Life Benefit in effect on the date immediately prior to retirement
Maximum Benefit Period	Lifetime of the retired employee
Terminal Illness Benefit:	An amount equal to 25% but not more than 76% of the Retiree's benefit amount
Waiver of Premium:	9 months
Maximum Benefit Period	Lifetime of the Employee
Spouse Coverage:	Insurance Benefits for the Employee and his or her Spouse
Eligibility:	The First of the Month on or after 30 days of Active Service
Conversion	Included for Classes 1 and 2 after 12 months

RATES

Plan Summary:

Product	Current Rate	Coverage basis
Basic Life 1X to \$350,000 Lifetime Waiver No ADEA All GI	.21 City .25 Schools (10 month rate)	\$1,000 of covered benefit
Retiree	\$2.62	\$1,000 of covered benefit
Spouse	\$0.17	\$1,000 of covered benefit
Voluntary Life .5, 1, 2, or 3 X BAE to \$350,000 The plan includes NO reduction schedule. Employee coverage is fully portable, terminates at age 70. Coverage for ports terminates if the master contract terminates. Spouse: \$10,000 or \$20,000 All GI Child: None.		\$1,000 of covered benefit <ul style="list-style-type: none"> • <29 \$.057 • 30-34 \$.063 • 35-39 \$.095 • 40-44 \$.13 • 45-49 \$.22 • 50-54 \$.32 • 55-59 \$.50 • 60-64 \$.82 • 65-69 \$1.36 • 70+ \$2.39

The city of Newport News may eliminate Life Insurance coverage for retirees in 2010. Please provide a viable voluntary options that would be available to retirees.

SHORT TERM DISABILITY

School Board employees are not eligible for disability coverage

	BENEFIT	ALTERNATIVE
Eligibility	Full time employees working 40 hours per week	
Effective Date	Same as basic life	
Pre Existing Condition Limitation	NA	
Actively at Work Provision	Included	
Definition of Disability	Unable to perform with reasonable continuity the substantial and material duties of your own occupation due to injury, illness, disease, pregnancy or mental disorder	
Benefits Payable	After 30 days for accident and sickness	
Weekly Benefit	An amount equal to 50% of your weekly earnings (rounded to next higher \$1.00 of benefit) to a maximum of \$1,000	60% up to \$1,000
Minimum Weekly Benefit	None	
Elimination Period	Greater of 30 days or accumulated sick leave.	
Maximum Benefit Period	90 days	
Waiver of Premium	Not included	
Offsets	Social Security Retirement benefits	
Partial Disability	No	
Zero Day Residual	No	
Recurrent Disabilities	Separated by less than 30 days	
Contributory	Non contributory	
Premium	Claim cost plus 23% of each claim	Premium only rates

Weekly earnings are classified as annual earnings divided by 52.

LONG TERM DISABILITY PLAN

	CURRENT	PROPOSED CHANGES
Eligibility	Same as basic life	
Effective Date	Same as basic life	
Evidence of Insurability	***Required after 31 days of eligibility or after yearly open enrollment	
Pre Existing Condition Limitation	3 / 12	
Definition of Earnings	Gross monthly base pay (prior to pre-tax contributions)	
Definition of Disability (Initial 24 months)	Due to Injury or Sickness the Insured Employee is unable to perform each of the main duties of his or her regular occupation	
Definition of Disability (thereafter)	Due to an illness or injury the Insured Employee is unable to perform each of the main duties of any gainful occupation which his or her training, education, or experience will reasonably allow	
Elimination Period	90 days	
Monthly Benefit	40% core/50% buy up	Buy up to 60%
Minimum Monthly Benefit	\$50	
Maximum Monthly Benefit	\$3,500 core/\$5,000 Buy up	
Maximum Benefit Period	To age 65	
Partial Disability	Yes	
Rehabilitation Benefit	Yes	
Worksite Modification Benefit	Yes	
Indexed Monthly Earnings	NA	
Mental Health Limitation	24 months per occurrence	
Own Occupation	24 months	
Drug & Alcohol Limitation	24 months per occurrence	
Self Reported Symptom Limitation	24 months per occurrence	24 months
Neuromusculoskeletal and Soft Tissue Disorders or Chronic Fatigue Syndrome	NA	
Survivor Benefit	3 months	
Recurrent Disability	6 months	
Waiver of Premium	Included	
Conversion	No	
Employee Contribution	Non contributory for basic; voluntary buy up	
Premium	Basic: \$.095 of covered payroll/ Optional: \$.111 of covered payroll	

SCHOOL BOARD EMPLOYEES ARE NOT ELIGIBLE FOR DISABILITY

Section III. Financial Requirements

Your proposal should assume the following requirements:

1. Assume a January 1, 2009 effective date
2. Please confirm rates are net of commission
3. Assume that each line of coverage outlined in this RFP may be awarded to the same or different carriers. However, the life and AD&D coverage will be awarded together. The STD and LTD coverages will also be awarded together.
4. Please state if quoted premiums would be impacted if you were awarded all lines of coverage.
5. Assume that you will provide coverage on a “no loss/no gain” basis for the initial enrollment.
6. Quoted rates must be final **regardless** of actual plan enrollment. This means that we expect you to waive all minimum participation levels, fluctuation levels, etc. for the duration of the rate guarantee period.
7. All rate fully insured premium rates, with the exception of short term disability, which is self-insured and to be quoted on an “Advice to Pay” basis, and a fully insured premium basis
8. Please state whether or not you are willing to extend performance guarantees to the City of Newport News

Please include a brief statement in your proposal confirming all of the above requirements.

Section IV. Questionnaire

Please provide brief and direct responses to the following questions.

GENERAL

1. Provide three references for policyholders of similar size and industry as the City of Newport News. Include names and telephone numbers of all contacts. Please note which lines of coverage you provide for each reference.
2. Name the person from your company who will be given overall responsibility for this account. Where is this individual located?
3. Where is the location of the claims processing center for each line of coverage (life, accident, STD, and LTD) ?
4. State the hours of operation for your customer service center(s) at each of these sites.
5. Confirm that draft Summary Plan Descriptions will be provided to Hilb Rogal and Hobbs within 30 days of being awarded the account, and that any requested changes will be incorporated within 30 days of that request (if mutually acceptable).
6. Please confirm that you will provide quarterly experience reports within 45 days of each calendar quarter. Are they available to the client via Web?
7. Confirm that appeals processes adhere to ERISA standards.

LIFE AND AD&D BENEFIT ADMINISTRATION

1. How do you determine basic life, supplemental life, and dependent life renewal rates? Indicate the level of credibility assigned to the experience of this group for the initial and subsequent renewals.
2. If a separated employee chooses to elect conversion coverage, please describe any EOI requirements.
3. Currently, basic coverage does NOT offer conversion or portability. Voluntary policies are portable. Confirm that your policies can be written this way as well.
4. Are employees allowed to port and/or convert coverage **at retirement**?
5. Please provide your current conversion charge per \$1,000 of insurance converted.
6. Confirm that EOI is NOT required for increases in the amount of coverage due to salary adjustments over the GI limit.

ACCIDENTAL DEATH & DISMEMBERMENT

1. Please state your retention charges as a percentage of premium. Itemize components into the following categories: commissions, taxes, administration, claims handling and profit.
2. How do you determine AD&D renewal rates? Indicate the level of credibility assigned to the experience of this group for the initial and subsequent renewals.
3. Currently, basic coverage does not allow for conversion or portability. Voluntary coverages are portable. Confirm that your policies are written this way as well

DISABILITY BENEFIT ADMINISTRATION

1. Do you have an integrated STD and LTD claims processing system?
2. How are STD claims initially submitted (electronically, via phone, paper)? Do you have the ability to administer FMLA as part of the STD intake process? If so, please provide pricing separately in an Appendix to your proposal.
3. When are cases transitioned from STD to LTD? Is a second LTD submission required?
4. Does your company assist LTD claimants in obtaining Social Security disability benefit awards? Do you pay out the unreduced benefit and then collect retroactively if Social Security disability is approved? Do you pay the net benefit and then pay an additional amount if Social Security is ultimately denied?
5. Describe the process used to determine the appropriateness of the diagnosis, prognosis and length of the disability for both STD/LTD claims.
6. How are claims identified for rehabilitation efforts? Who within your company provides rehabilitation services for a disabled individual? Is your program voluntary or mandatory?
7. Do you screen for potential "lump sum" settlements? What is your organization's policy regarding these types of settlements?

8. State your LTD retention charges as a percentage of premium.
9. How do you determine LTD renewal rates? Indicate the level of credibility assigned to the experience of this group for the initial and subsequent renewals.
10. What interest rate and reserve table do you use for LTD reserves?
11. Can employees elect direct deposit for LTD payments?

VOLUNTARY, INDIVIDUAL DISABILITY BENEFIT ADMINISTRATION

1. What are your underwriting rules for initial eligibility? Late enrollees? Please provide a sample enrollment form.
2. Please provide samples of your marketing materials. Confirm that these are provided to the client at no cost.
3. Do you have a customer service department dedicated to this product to field employee inquires regarding enrollment? Claims?
4. Do you offer a conversion benefit to Long Term Care (LTC)? Please provide an overview of the coverage provided thru the LTC policy.
5. Do you offer a “catastrophic benefit” that provides even greater income in the case of certain disabilities? Please describe disabilities covered and coverage amounts.
6. How do you determine premium rates? How long are rates guaranteed for?

Section V. GENERAL REQUIREMENTS

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.
2. **Proposal Preparation:**
 - a. Proposals 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 purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. 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.

d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 (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 identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made.

Section VI. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria may be assigned varying weights at the City's discretion to reflect relative importance.

- A. Quality of the proposed product, as demonstrated by responses to the questionnaire and assessment of the submitted materials.
- B. Effective communications and implementation strategy.
- C. Demonstrated understanding of the services and requirements outlined in the scope and the contract responsibility.
- D. Demonstrated capabilities of the offeror. This will include proactive business practices and philosophies of contractor to ensure staff is fully trained, highly skilled and experienced in the business needs of City. Contractor shall demonstrate network access.
- D. Past Performance and Related Experience. Contractors must demonstrate their ability to perform the requested services relative to the scope of services specified and have a business sector reputation for the highest level of service in plan administration and claims adjudication. Submittal shall indicate quality of previous work, timeliness, diligence and ability to meet schedules and needs of clients.
- E. Proposed fee/cost services.

Section VII. EVALUATION PROCESS

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the "other than professional services" method of selection outlined in the Code of Newport News, Virginia Section 2-570-2. 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 shall then be conducted with selected offerors. After interviews and negotiations have been completed, the City shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the City 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.

Section VIII. AWARD

Award will be made in accordance with Section 2-570, Award, of the Newport News City Code. Award shall be made to the responsible offer whose proposal is determined in writing to be the more advantageous to the city taking into consideration price and the evaluation factors set forth in the request for proposals. 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 City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website:

www.nngov.com/purchasing.

The right is reserved to accept or reject any or all submittals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of the City of Newport News.

Section IX. PROPOSAL SUBMISSION REQUIREMENTS

Offerors should include as part of their proposal, the following information:

- A. Introduction letter, signature page and addenda acknowledgement, if applicable.
- B. A detailed narrative demonstrating the offeror's understanding of the significance of each task listed herein as well as their detailed solution being offered. This should include the various methods and approach utilized by the consultant to provide such services and what Newport News would stand to gain by entering into a contract with the firm.
- C. A detailed description of their experience for providing these services to other governmental clients.
- D. Describe the qualifications and skills of the organization to provide the services. At a minimum, this should include background information about the firm, management structure, related qualifications to perform the services, and the organizational structure.
- E. Resumes of only those staff to be assigned to work on behalf of the City and geographical location of the service facility and office through which this contract shall be administered.
- F. References for only contracts similar to those listed herein.
- H. Confirmation of Plan Designs
- I. Completed Questionnaires
- J. Confirmation of Plan Provisions
- K. Completed Rate Quotations
- L. Complete outline of all limitations and exclusions.
- M. Cost for services. This should include specific costs for services to be provided.

Section X. ADDITIONAL SERVICES

Throughout the original contract term and any subsequent renewal, the Contractor may be utilized, at the sole discretion of the City, to provide additional enhanced services within the scope of the original contract. Rates/cost for additional services shall be negotiated between the parties; however, they shall not be greater than those usual and customary rates charged for the same or similar services.

Section XI. CONTRACT TERM

At a minimum, it is the City's desire to enter into an initial two (2) year contract with a qualified offeror with the City's sole option to renew the contract for three (3) additional, one (1) year terms.

Section XII. CONTRACT CANCELLATION

The City of Newport News may cancel any resulting contract with the contractor at any time by giving thirty (30) days written notice. The contract may be canceled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

The Contractor may cancel the contract upon ninety (90) days written notice to the City. The Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

Section XIII. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the City of Newport News. In the event that the Consultant desires to subcontract some part of the work specified herein, the Consultant shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Consultant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Section XIV. METHOD OF PAYMENT

Unless otherwise negotiated, payment will be made upon completion/delivery of project, with Invoice Terms of Net 30.

Section XV. TRADE SECRETS AND PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; 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 decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

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.**

Section XVI. COOPERATIVE BIDDING

The City of Newport News issues this Request for Proposals (RFP) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Offerors are advised that all resultant contracts will be extended, with the authorization of the offeror, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible bidder during the contract term. SVGPC members not explicitly named in the RFP are not obligated to participate, nor is the successful offeror obligated to contract with other SVGPC members; however, if such a contract is entered, the successful offeror will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Tidewater Community College
Jamestown/Yorktown Foundation
Southeastern Public Service Authority
County of York

Attachments Included with RFP

- Appendix 1 Life Insurance Premium Report
- Appendix 2 Life Insurance Claims Report
- Appendix 3 Life Insurance Experience Summary
- Appendix 4 Group Level Experience
- Appendix 5 STD Claims Experience (08/01/06 -7/31/07)
- Appendix 6 STD Claims Exp. (08/01/08-07/31/08)
- Appendix 7 Short Term Disability Census Data
- Appendix 8 Long Term Disability Census Data
- Appendix 9 Life Insurance Census-Active Employees
- Appendix 10 Life Insurance Census-Retirees
- Appendix 11 Life Insurance-Schools Active Employees