



REQUEST FOR PROPOSALS

Health Benefits Consulting Services

2011-1832-1524

August 23, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/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, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: Provide benefits consulting services for the City of Newport News employees. Services shall include, but not be limited to: providing advice and consulting services for the City's benefits programs, on-going plan monitoring of employees' benefits programs, COBRA, HIPPA administration, and advice and special services for ad hoc benefits issues, problems or questions as they arise.

Proposal Due: September 30, 2010 @ Close of Business (COB)

Contract Officer:

Marie-Therese (Mimi) M. Gartner, CPPB, Senior Buyer, (757) 926-8040, email: mgartner@nngov.com

AN ORIGINAL AND FIVE (5) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the items or services requested and certify 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.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

RFP Rev. 06-17-2010

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 that will be made a part of the proposal. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
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, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less 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 reserves the right to procure the commodities and/or 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's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. Payment Terms:
 - a) Payment terms shall be "**2%-20, Net 30 days**" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
 - b) Payment terms shall be considered in determining the low bidder.
 - c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
 - d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
 - e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
8. The offeror guarantees to save the City, 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.
9. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
10. 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.
11. 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.

12. **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.

This public body does not discriminate against faith-based organizations

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

13. **Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.**
14. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
15. If authorized by the Offeror, 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 contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only 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). Offeror not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
16. 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 Contractor shall comply with applicable federal, state and local laws and regulations.
17. 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 shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

- 18. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- 19. 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.
- 20. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror’s responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda.

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/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 bid/proposal.

- 21. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The offeror shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

22. **Insurance:** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer, must be included with the Certificate of Insurance. Forms (Insurance Endorsements) are available to download from the Purchasing website (<http://www.nngov.com/purchasing/resources/purchasingforms>). **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

The contractor shall also obtain and maintain professional liability insurance for *errors and omissions* (E & O) in the amount of **\$1,000,000.00** (each occurrence) for the duration of this contract. An original certificate of insurance shall be filed with, and approved by, the Newport News City Attorney prior to commencement of services hereunder.

23. **Cancellation:** The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
24. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions an offeror intends to be considered must be submitted with the proposal for consideration and negotiation into a final contract document prior to an award. Contractual documents submitted by the successful firm after an award will not be accepted.
25. Failure of the contractor to perform the contract by reason of our non-acceptance of additional conditions submitted after the award, shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.
26. **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.
27. **Non-Exclusive:** The City reserves the right to utilize other suppliers for these services as the need arises, in the sole discretion of the City. The City makes no representation or guarantee as to the amount or value of services the City may purchase during the term 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:

GENERAL

The City of Newport News (“City”) is interested in receiving proposals from qualified offerors (“Contractor”) to provide advice and consulting services for the City’s benefits programs. The City is seeking a consultant to provide ongoing plan monitoring of all the employee benefits programs, COBRA and HIPPA administration. In addition, the City is seeking a Consultant who will provide ongoing monitoring of the Healthcare Reform requirements and the potential cost impact to the City. A Consultant is needed to also provide expert advice or specialized services for ad hoc benefits issues, problems, or questions as they arise.

BACKGROUND

The current benefits programs are offered to approximately 3,100 active full time employees. Programs available to eligible employees include one (1) group medical plan, one (1) group dental plan, one (1) group vision plan, basic and supplemental life insurance, a City of Newport News Employees Retirement Plan, a 401A and 457 Deferred Compensation Plan, Paid Personal/Sick Leave, Employee Assistance Program (EAP), Health and Dependent Care Flexible Spending Accounts, Short-Term and Long-Term Disability, a Wellness Fitness Program (discounted gym membership with reimbursable membership fees based on attendance) and free annual on-site flu shots. The City’s benefit plan year runs from January 1 to December 31. Third party administrators are used for all of the above mentioned programs except the City’s Retirement Plan and Paid Personal/Sick Leave programs. The Department of Finance oversees all benefits programs except EAP and Paid Personal/Sick Leave, which are handled by the Human Resources Department.

The City of Newport News administers a health insurance program for the benefit of its active employees, retirees, and their families. The City is self-insured, and claims are paid by Anthem Blue Cross Blue Shield (medical), Delta Dental of Virginia (dental), and Vision Services (vision). The City offers Keycare-20 PPO for actives and pre-65 retirees. For retirees 65 and over, the City offers an insured Medicare Supplement Plan (F) with Plan D drug coverage. The City pays 75% towards the cost of health insurances for actives and approximately 67% for retirees. For the Plan year of January 1, 2010 through December 31, 2010, the expected health plan costs for the City is \$38 million which does not include reserves for claims incurred but not reported.

Approximately 4,300 retirees, beneficiaries and disabled receive monthly pensions under the City’s Retirement Plan. As of May 1, 2010, the Retirement Fund had assets of \$635 million. Approximately, 1,500 retirees are offered medical, dental, vision and life insurance under the City’s Other Post Employment Benefits Fund (OPEB). As of May 1, 2010, the OPEB Fund had assets of \$4.7 million. Employees hired on and after March 1, 2010 are not eligible to participate in the City’s retirement or OPEB plans; instead they are enrolled in the Virginia Retirement System (VRS). A Health Retirement Arrangement has been established for them with City funding of approximately \$1,300 per year for each employee. Currently, there are 140 employees under VRS.

SCOPE OF SERVICES

Consultant shall perform, at a minimum, the following services as they relate to the City’s benefit programs.

Benefits Program Management, in general

1. Provide ongoing monitoring, evaluation and review of programs throughout the year and provide recommendations as necessary. The consultant may be working directly with the Departments of: Finance, Human Resources, City executives, and other persons as deemed necessary.
2. Respond to ad-hoc questions by staff.
3. Assist with claim problems, billing questions, policy interpretation and other carrier issues.
4. Coordinate meetings to review carrier performance and other issues.
5. Attend City Council, Management and Leadership meetings, as requested.

Annual Renewal Services & Negotiations

6. Attend annual renewal meetings with providers.
7. Develop and prepare bid/RFP specifications, as required.
8. Evaluate proposed renewal projections of providers and negotiate on behalf of the City of Newport News to obtain the most favorable terms. Consultant will also review the medical plans by rate tier and recommend alternative contribution approaches.
9. Review bids/RFPs and assist with selections, including sitting on the interview panels.
10. Assist the City with contract negotiations.

Plan Design/Funding/Accounting

11. Present and/or respond to alternative plan considerations and associated costs based on identified objectives or as the City's needs change. Evaluate plan design and advise as to cost savings strategies and plan improvements.
12. Analyze monthly claim experience to identify large claim and trends.
13. Analyze claim utilization data to identify areas of over utilization, including recommendations for cost management opportunities.
14. Analyze and identify trends affecting the City's benefit plans.
15. Evaluate provider network.
16. Identify areas of concern and propose alternatives.

Member Services and Communications

17. Provide assistance in the open enrollment period to include enrollment campaign(s), which shall include scheduled meetings to explain the plan(s)/benefits, if requested.
18. Provide plan communications services to include a written summary of benefits and revised summary if and when benefits change. Assist with HIPPA notification and other federal compliance issues.
19. Provide HIPPA and other benefit-related training, as requested.

Client Advisory Services

20. Communicate emerging practices and trends in benefits management.
21. Update the city on legal, regulatory and legislative compliance issues affecting the City's benefits programs.
22. Provide web-based information site.
23. Conduct periodic seminars for the City's benefits staff on various benefit topics.
24. Assist in contract/legislative interpretations, legal compliance.
25. Hold pre-renewal meeting with City 4 - 6 months ahead of renewal.
26. Benchmark and survey information used to determine plan competitiveness and strategies.
27. Provide reminders for employee notification requirements as well as updates to notifications.

CONTRACT TERM

The initial term of this contract shall be from January 1, 2011 through December 31, 2013 with options to renew, at the City's sole discretion, on an annual basis for up to two successive one (1) year periods. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option. Annual purchase order(s) shall include any modified contract provisions mutually agreed upon by both parties.

NOTE: The City operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and/or subsequent renewal periods.

PRICING

Prices for the initial contract term (through December 31, 2013) shall be firm fixed prices negotiated with the selected contractor. Cost adjustments may be negotiated annually for subsequent (renewal) contract terms. Negotiated cost increases shall not exceed 3% during any renewal term.

METHOD OF PAYMENT

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

ADDITIONAL SERVICES

Throughout the original contract term and any subsequent renewal(s), 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.

SUBMITTALS

Submit *one* original (conspicuously marked "ORIGINAL") and *five* (5) complete copies of your proposal. Proposals shall be typed, bound (or contained in a single volume where practical) and organized to include all requested information in the paragraphs that follow. All pages should be numbered. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. To be considered substantive, the proposal must respond to all requirements of the RFP. Provide any other information thought to be relevant to the RFP and your capability to provide services requested. Emphasis should be placed on completeness and clarity of content. The following information/documents shall be included in the proposal package to be considered *responsive* to the Request for Proposals:

- A. Introduction: A signed introduction (cover) letter, and the entire **Request for Proposal** (RFP) document with any addenda acknowledgements filled out, initialed and signed as required. The

person that signs the RFP shall have the authority to negotiate the full scope of services on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP.

- B. Methodology: Provide a **detailed narrative of the methodology** of the offeror's management processes incorporating an understanding of the goals and criteria of the requested services and how the Offeror intends to meet those goals and criteria. Describe **specific plans** for providing the services including what, when and how the service will be performed. The narrative should include what Newport News would stand to gain by entering into a contract with the offeror.
- C. Experience and References: A detailed description of offeror's experience and references for providing these services to include:
- Experience: 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.
 - Staffing: Provide names, qualifications, degrees, certifications, experience, licenses and resumes of key employees that will be assigned to the engagement. Provide geographical location of the service facility and office through which this contract shall be administered.
 - References: Provide at least four (4) references for similar service (Use the reference form provided on page 13). Each reference should include the company name, address, contact person, phone number and e-mail. References should include the contracts where the Offeror has provided the services within the last 12 months. It is highly desirable that the references identify local and/or municipal government clients.
 - Offeror must demonstrate their ability to perform the requested services. Submittal shall indicate timeliness, ability to meet schedules and needs of clients.
- D. Contingent Commissions/Bonus: Provide your company's policy on accepting contingent commissions/bonus payments from insurance companies.
- E. Cost for Services: This should detail specific costs for services to be provided by the consultant (i.e. maximum cost of the annual services, per year, as well as specific charges, hourly rates, retainers, and/or any other basis of billing proposed by the consultant to cover special projects).

All proposals must be sealed and labeled to show the following:

- Proposal for Health Benefits Consulting Services
- Name of Offeror
- Address of Offeror
- RFP Number (see cover)
- Receipt and Closing Date (see cover)

All proposals shall be addressed and delivered by the date and time specified to:

Mimi Gartner, Senior Buyer
City of Newport News Purchasing Department
2400 Washington Avenue (4th Floor)
Newport News, VA 23607

From the time the proposal is first advertised to the time a contract is signed, all offerors or contents of any proposal must be kept confidential. All proposals submitted under this RFP (including all documents, schedules, reports, plans and other attachments) shall become the property of the City of Newport News and will not be returned (see *Trade Secrets/Proprietary Information* page 14).

EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who provides, in the sole opinion of the City, the best proposal to the herein described needs of the City. The proposal will be evaluated on the following criteria (*Listed in order of importance*):

1. Previous specific experience and performance, and capacity of the offeror. This is to include years in business, and experience of staff (**Background of agency and staff**).
2. The **methodology** proposed.
3. Qualifications and experience of the offeror and in particular, project team members, including the consultant(s), proposed to be assigned to the project.
4. Demonstrated understanding of the services and requirements outlined in the scope.
5. Proposed fee/cost services.
6. Feedback from references
7. Demonstrated capabilities of the offeror. This will include proactive business practices and philosophies of contractor to ensure staff is trained, maintained and available to meet needs of City.

While these are not seen as criteria, per se, only submittals that are seen as responsive, from offerors seen as responsible will be evaluated against the criteria and be eligible for an award. Once negotiations are complete the City may again make determination as to whether the offeror is responsible.

Responsive – An offeror that has fully responded to the purpose and scope of the specifications.

Responsibility – The offeror who has the capability, in all respects, to fully perform the contract requirements, and the moral and business integrity and reliability that will assure good faith performance as described by these specifications.

METHOD OF SELECTION

Proposals will be evaluated and interviews scheduled with selected firms in accordance with “Contracting for other than professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570.2. Details can be accessed at:

<http://www.nngov.com/purchasing/resources/purchasingcode>

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror(s) 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.

QUESTIONS

Questions regarding this RFP should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, *not less than four (4) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

DIRECT CONTACT

Direct contact with any City employee, including the Finance Department without the expressed permission of the Director of Purchasing or his designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out 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 file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

***REFERENCES**

Please provide a minimum of 4 similar Health Benefits Consulting Services contracts performed within the past year. Include local and/or municipal government clients.

-1- NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME), PHONE NUMBER AND EMAIL:

-2- NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME), PHONE NUMBER AND EMAIL:

-3- NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME), PHONE NUMBER AND EMAIL:

-4- NAME AND ADDRESS OF CONTRACTING ENTITY

PRINCIPAL CLIENT (NAME), PHONE NUMBER AND EMAIL:

** The City reserves the right to ask for additional information.*

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror or contractor 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. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. 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* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary.**
