



County of Prince George  
FINANCE DEPARTMENT  
P.O. BOX 68  
6602 Courts Drive  
PRINCE GEORGE, Virginia 23875  
(804) 722-8710 Fax (804) 732-1966

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## Request for Proposal

### **RFP # 17-0502-1** **Insurance / Benefits Consultant**

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

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#### Contact Information:

Questions concerning proposals should be in writing addressed to:

Leigh Primmer  
Prince George County  
Procurement Officer  
Finance Department

6602 Courts Drive  
P.O. Box 68  
Prince George, VA 23875

(804) 722-8710 Fax (804) 732-1966

or

E-Mail: [lprimmer@princegeorgecountyva.gov](mailto:lprimmer@princegeorgecountyva.gov)

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## **1.0 PURPOSE**

The County of Prince George is requesting proposals from licensed, qualified employee benefits consultants to assist with its insurance program for County employees.

## **2.0 BACKGROUND**

The locality currently employs 250 employees. The number of county employees and retirees currently enrolled in the countywide insurance plan is 202 (excludes school 601 enrollees).

The County is seeking a consultant to ensure competitive benefit plans are offered to our employees. Currently, the County and Schools are combined for health insurance and we are self-insured with coverage through Anthem since July 1, 2015. For the FY2019 plan year (fiscal year beginning 07/01/2018), the County and Schools are *possibly* looking to separate health insurance benefits. The County has voluntary dental insurance with Delta Dental (currently with schools). The County has local disability insurance for VRS Hybrid Plan Employees with VACORP / The Standard.

The County's intent is to hire a consultant who is an independent, unbiased consultant not affiliated with any institution that may bid for services.

## **3.0 SCOPE OF SERVICES**

The County requires an Insurance Consultant that is not affiliated with any insurance company, third party administrative agency or provider network. The consultant firm must have experience in providing insurance consulting services in the public sector arena for employers with at least 200 employees. The following services are to be provided:

1. Perform research and provide responses to technical questions posed by the County.
2. Assist with annual renewal of all insurance products. Perform annual review and consultation related to plan designs of Employee Insurance Programs including utilization, access and cost impact on medical, dental and vision insurance plans, as well as for the local disability insurance for VRS Hybrid Plan employees. Make recommendations for changes to benefit offerings for all insurance plans based on state and national market, expert knowledge, and financial constraints of County. Prepare and communicate recommendations in both a detailed and high level format as requested by County staff and the county governing board.
3. Provide periodic comparisons of the offerings of Prince George County to those surrounding municipalities (as it relates to our ability to attract new employees and retain existing employees).
4. Track and report progress of benefit plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of benefit plan performance
5. Identify the proper employer & employee contribution amounts, including employer HSA contributions, to match the County's current economic status.
6. Provide consultation on matters including, but not limited to, plan interpretation and problem resolution, including attendance at review meetings to assist in the management of all insurance programs.
7. Maintain all records for 5 years from contract inception.
8. Make recommendations to market products as needed / required. Work with Procurement staff when employee benefits are marketed, prepare request for proposal, bid specifications, identify

- appropriate markets, analyze proposals submitted, make recommendations and assist in negotiation of contracts
9. Assist with conducting annual enrollment meetings and assist with employee forms completion and collections.
  10. Assist in employee communication.
  11. Assist with claim reporting, handling and settlement.
  12. Assist in the settlement of disputes between the County and the County's insurer.
  13. Monitor ongoing contracts, including provider plan administration, provider compliance with contract and incurred claims.
  14. Assisting with implications/consequences of the Health Care Reform Act, provide updates on changes that will affect the County as a benefit provider to our employees.
  15. Review the program on a continuing basis to ensure that the plan complies with government regulations.
  16. Provide one contact person to be available to answer questions and resolve issues with a reasonable turn-around time, preferably one business day and one backup person that is available to assist if the assigned contact person is unavailable.

#### **4.0 PROPOSAL PREPARATION & SUBMISSION**

Proposals are to be submitted in a format which allows uniform review and easy access to information by the evaluation committee. The items to be addressed in the proposal are listed below. Proposals shall be no longer than 25 pages.

1. Letter of transmittal
2. Brief history of firm
3. Statement of Qualifications
  - a. Specify individuals who would be assigned to the contract, level of their experience including credentials, related experience, training and education of the personnel.
  - b. Provide verification of licensure as required by Code of Virginia
  - c. Provide the location of the office that will have the responsibility for providing the services
4. Examples and description of advisory services provided to other clients
  - a. Provide sample documents and/or reports, which shall include but not be limited to Work Plan, Strategic Planning Report, Claims Experience Audit Report, etc.
5. Proposed methodology and time frame for addressing County's needs
  - a. Describe how your organization participates in developing a strategic benefit plan with your clients
  - b. Describe your organization's involvement in the annual review process, including information regarding process timeframes, negotiation of rates and vendor selection.
  - c. Describe how your organization would assist the County in selecting a new insurance vendor(s), include how your company's experience and expertise would benefit the County.
  - d. Describe the process of providing planned recommendations to your clients.
  - e. Point out the training resources your organization provides to assist clients in educating and training their benefit staff.
6. List of current Virginia clients
  - a. Number of clients that are in the public sector
7. Copy of contract form
8. Fee structure

## **5.0 EVALUATION AND AWARD CRITERIA**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or negotiations. Offerors are required to address each evaluation criterion in the order listed and to be specific in presenting their qualifications.

1. Services offered (20)
2. Quality of offer and its responsiveness to RFP (25)
3. Overall qualifications and experience of your company and personnel (25)
4. Proven ability to deliver services promptly (15)
5. Method and amount of compensation (15)

## **6.0 REPORTING AND DELIVERY INSTRUCTIONS**

For questions concerning this Request for Proposal contact Leigh Primmer at (804) 722-8715. Proposals should be delivered to the following address:

**Prince George County – Finance Office  
Post Office Box 68  
6602 Courts Drive  
Prince George VA 23875  
Attn: Leigh Primmer**

Each offeror shall submit one (1) original and five (5) copies of its proposal.

Proposals should be received in the Finance Office prior to the closing date and time of **May 19, 2017 at Noon.**

A *tentative date* of **June 6, 2017** is being set to schedule interviews for those firms that will be selected to move forward in the evaluation process.

## **7.0 GENERAL TERMS AND CONDITIONS**

### **7.1 APPLICABLE LAWS:**

This solicitation and any resulting contract 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 County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **7.2 ANTI-DISCRIMINATION:**

By submitting their proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With

Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of 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 clause.
  - b. 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.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **7.3 ETHICS IN PUBLIC CONTRACTING:**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or 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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this Request for Proposal.

#### **7.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By submitting their proposals, 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.

#### **7.5 ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

#### **7.6 CLARIFICATION OF TERMS:**

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

#### **7.7 QUALIFICATIONS OF OFFERORS:**

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

#### **7.8 CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

## **7.9 DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

## **7.10 INSURANCE:**

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

## **7.11 DRUG-FREE WORKPLACE:**

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 such 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 section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

### **7.12 NONDISCRIMINATION OF CONTRACTORS:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

### **7.13 AUDIT:**

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

### **7.14 AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

### **7.15 PREPARATION AND SUBMISSION OF PROPOSALS:**

Proposals must give the full business address of the offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

### **7.16 WITHDRAWAL OR MODIFICATION OF PROPOSALS:**

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

### **7.17 RECEIPT AND OPENING OF PROPOSALS:**

- (a) It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.
- (b) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of proposals received.

### **7.18 BID ACCEPTANCE PERIOD:**

Any bid in response to this solicitation shall be valid for (90) days. At the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

### **7.19 TERMINATION BY OWNER FOR CONVENIENCE:**

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
  - (1) All amounts then otherwise due under the terms of this contract,
  - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
  - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

## **8.0 SPECIAL TERMS AND CONDITIONS**

### **8.1 ADDITIONAL USERS:**

This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor

shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

## **8.2 AWARD OF CONTRACT:**

### **8.2.1 AWARD:**

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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

If awarded a contract by the County/Schools, the firm has to accept a County issued contract. Contracts generated by home offices in another State cannot be accepted. Contracts will be governed by and dealt with according to the laws of the Commonwealth of Virginia.

## **8.3 RENEWAL OF CONTRACT:**

### **8.3.1 RENEWAL OF CONTRACT:**

This contract *may be* renewed by the County for up to three (3) years at successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the County elects to exercise the option to renew the contract for an additional one-year period(s), the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

## **9.0 SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

To receive consideration for award, this signature sheet must be returned to the Finance Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet please indicate which ones on an attached page.

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

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

\_\_\_\_\_

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

Name (type or print) \_\_\_\_\_

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

Federal Tax ID Number: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_