

**REQUEST FOR PROPOSAL**  
**RFP# 2018-063023BROKERAGE SERVICES FOR EMPLOYEE**  
**BENEFITS**

Issue Date: March 07, 2018

Issue Title: Broker Services for Health Insurance and Related Employee Benefits

Issuing Agency: District 19 Community Services Board  
20 West Bank Street – Suite 7  
Petersburg, Virginia 23803

**Location Where Work Will Be Performed:** 20 West Bank Street, Petersburg, VA 23803

Period of the Contract: Two years from the date of award with Option of three (s) year renewables.

Optional Pre-Proposal Conference: Wednesday, March 21, 2018 at 1:00 P.M. at 20 W. Bank St., Petersburg, VA 23803, Suite 9 – Fourth Floor Conference Room. **(Parking passes are issued. Please allow ample time for parking).**

All questions must be received by 3:00 PM, Monday, March 26, 2018 to be reviewed for a response.

Sealed proposals for this solicitation will be received for furnishing services described herein until:

Wednesday, April 25, 2018 at 3:00 P.M.

Proposals received after the announced time and date for receipt remain unopened. No allowance will be made for postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal. The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

***DUE DATE: 04/25/2018***

***TIME: 2:00 P.M.***

***RFP – 2018-063023 –BROKERAGE SERVICES FOR  
EMPLOYEE BENEFITS***

***ATTENTION: THEORIA M. NIXON***

***PROCUREMENT MANAGER***

All inquiries for information should be directed to:  
Theoria M. Nixon, Procurement Manager, 804-862-8002 - Extension 3102

D19 CSB will open proposals on **Thursday, April 26, 2018 at 10:00am** and offerors name will be read to the public.

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature in ink)

\_\_\_\_\_

\_\_\_\_\_  
Name (Printed/Typed)

Telephone No. \_\_\_\_\_

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

FEI/FIN Number: \_\_\_\_\_

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## CONTRACTOR'S DATA SHEET

**Note:** The following information is required as part of your response and may be used in the determination of the award. Failure to provide this completed sheet may result in finding your offer non-responsive.

1. **Qualification of Offeror:** The offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please provide details about qualifications and experience that relates specifically to the requirements of this Request for Proposal.

2. **Contractor's primary contact regarding this solicitation:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

3. **Years in Business:** Indicate the length of time you have been in business providing this type of service:

Years: \_\_\_\_\_ Months: \_\_\_\_\_

4. **Any Contractor MUST provide:**

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation or Partnership

Social Security #: \_\_\_\_\_ If Individual

1. **PURPOSE:**

District 19 Community Services Board (D19 CSB) desires to consider insurance brokers who would provide employee benefit brokerage and consulting services. The intent of this Request for Proposal (RFP) is to contract with an insurance broker (Contractor) who:

- A. Can provide extensive expertise to D19 CSB in managing its employee benefit plans.
- B. Is objective, without conflicts of interest, so that the advice and information provided to D19 CSB will be objective and unbiased.
- C. Can present creative and thoughtful alternatives to the current benefit plans that are being offered.
- D. Can ensure that the health and related benefit plans being offered are being structured in the most efficient and effective manner and comply with all relevant state and federal laws and regulations.

At no time during this solicitation are insurance brokers or their representatives to contact any insurance companies or underwriters with the intent to limit other potential brokers access to information or limit their ability to obtain coverage if selected as contractor. Contact with companies or underwriters may be made with the intent to obtain information or guidance with respect to acceptability or underwriting requirements. The respondent to whom the contract is awarded will have full access to the insurance market at that time.

2. **BACKGROUND:**

District 19 Community Services Board (D19 CSB) is a multi-jurisdictional, community-based organization whose mission is to improve the quality and productivity of the lives of individuals who experience or are at risk of experiencing mental disabilities and/or substance abuse. There are approximately 222 employees.

The mission is accomplished through a fully integrated continuum of services in collaboration with the localities of [Colonial Heights](#), [Dinwiddie](#), [Emporia](#), [Greensville](#), [Hopewell](#), [Petersburg](#), [Prince George](#), [Surry](#), and [Sussex](#).

**Please visit our website at [www.d19csb.com](http://www.d19csb.com) for further information.**

Our current health benefit program, administered by The Local Choice, includes medical, vision, dental, and prescription coverage. It also includes wellness and employee assistance programs. There are approximately 175 eligible employees with participation around 150. Retirees are also eligible to participate.

3. **STATEMENT OF NEED:**

- A. **Strategic Benefit Development:** Contractor shall provide assistance in

developing overall plan benchmarks and targets to ensure that the plan meets the objectives of D19 CSB and its employees.

- B. **Benefit Plan:** Contractor shall help to ensure that benefit plans are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. **Administration:**
  - i. Contractor shall identify core administrative services, assess insurance carrier performance, and manage insurance carrier relationships to provide appropriate program administration.
  - ii. Contractor shall assist D19 CSB and its employees by working with insurance carriers and D19 CSB's employees to ensure the quick and thorough resolution of employee and D19 CSB issues or concerns with insurance carrier.
  - iii. Contractor shall organize insurance carriers and co-facilitate numerous open enrollment meetings, at varying times and on varying days for D19 CSB each year at 20 W. Bank St., Petersburg, VA 23803.
  - iv. Contractor shall co-organize D19 CSB's wellness fairs, by contacting local vendors to participate, developing incentives for D19 CSB's employees to attend, as well as assisting in planning and execution of actual fair.
- D. **Financial Support:** Contractor shall provide counsel regarding program funding alternatives, including reviewing fee proposals, recommending employer/employee contribution rates, etc.
- E. **Insurance Carrier Selection:** Upon D19 CSB request, Contractor shall prepare Request(s) for Proposal(s) (RFPs), analyze RFPs and prepare a summary report outlining responses. Insurance carriers include, but are not limited to:
  - i. Cobra Administration
  - ii. Communication Services
  - iii. Health Savings Account Services
  - iv. IRS Code Selection 125 Programs
  - v. Preferred Provider Network Plans
  - vi. Online Enrollment Services
  - vii. Third Party Claims Administration
  - viii. Utilization Review Programs
  - ix. Wellness & Disease Management Programs
  - x. Voluntary Workers Programs
  - xi. Employee Assistance Programs
- F. **Communication:** Contractor shall assist in drafting employee communications regarding benefit programs, and assist in the review of plan documents and

insurance certificates during the planning and enrollment process. Contractor shall create and deliver yearly benefit booklets, updated each fiscal year, as necessary, for use by D19 CSB to promote benefit offerings.

- G. **Legislative Information:** Contractor shall provide informational materials on legislative developments impacting employee benefit plans.
- H. **Statistical Analysis:** Contractor shall provide D19 CSB with summary comparisons and work with D19 CSB and Third Party Administrator(s) (TPAs) to secure additional reports as required for claims analysis.
- I. **Scheduled Meetings with D19 CSB & Insurance Carriers:** Services shall include attendance at and facilitation of the following meetings with D19 CSB and/or insurance carriers to facilitate program management including day-to-day operations and planning program changes:
  - i. Contractor shall meet with D19 CSB on a quarterly basis to review all activities performed by Contractor during the prior quarter. The meetings shall include discussion of business concerns, including presentations of options and recommendations.
  - ii. Upon D19 CSB request, Contractor shall meet with D19 CSB semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within D19 CSB organization.
  - iii. Contractor shall meet with D19 CSB annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Contractor's fees for the next twelve month period.
  - iv. Contractor shall meet with D19 CSB yearly following conclusion of open enrollment period to evaluate any changes, recommend new benefit offerings, and suggest additional wellness plan initiatives/ideas with cost information.

#### 4. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

- A. **General Instructions:**
  - i. Proposals should not be extensive but should convey enough information for D19 CSB to evaluate the ability of the respondent to provide the requested services.
  - ii. Proposals should not be accompanied by voluminous plans or reports as examples of the respondent's previous work. 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.
  - iii. Proposals should answer all questions in Appendix A: Questionnaire along with specifying qualifications to perform the work listed in the

Statement of Needs. Failure to submit all information requested may result in D19 CSB 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 D19 CSB.

- iv. Ownership of all data, materials, and documentation originated and prepared for D19 CSB pursuant to the RFP shall belong exclusively to the Agency and 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 § 2.2-434F 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 submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

**B. Specific Instructions:**

- i. In order to be considered for selection, proposers shall submit a complete response to this RFP. One (1) original and four (4) copies of each proposal are to be submitted.
- ii. All proposals shall be signed by an authorized representative and shall be returned as specified on “The General Terms and Conditions” section of this RFP, under Identification of Proposal Envelope.

- C. Oral Presentation:** Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to D19 CSB. This provides an opportunity for the respondent to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. D19 CSB will schedule the time and location of these presentations. Oral presentations are an option of D19 CSB and may or may not be conducted.

- D. Optional Pre-Proposal Conference:** To be held on Wednesday, March 21, 2018, 1:00 P.M. at 20 West Bank Street, Petersburg, VA. 23803 – 4th Floor – Suite 9 Conference Room.

**5. CONTRACT AWARD AND DEVELOPMENT:**

- A. The Competitive negotiation method of selection shall be used to determine



the most qualified respondent among those submitting proposals. Proposals shall be evaluated in accordance with the “Proposal Evaluation Criteria & Selection Process” in the RFP.

- B. The Content of the RFP and the successful proposal shall become an integral part of the contract, but may be modified by provisions of the contract. Respondents must be amendable to inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection/negotiation process. The information received shall be considered contractual in nature and shall be used in validation and evaluation of proposals and in subsequent contractual action.
- C. 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 RFP, including price, if so stated in the RFP. 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. D19 CSB may cancel this RFP 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 D19 CSB 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.

**6. PROPOSAL EVALUATION CRITERIA & SELECTION PROCESS:**

Proposals shall be evaluated by assessing:

- A. The qualifications of respondent and proposed subcontractor(s):
  - i. Personnel qualifications and experience of the respondent and subcontractor(s)’s staff.
  - ii. Experience with providing like services to similar organizations, including but not limited to:
    - The unique challenges faced by similar, medium-sized organizations.
    - Creating solutions to difficult organizational challenges faced by similar organizations.
  - iii. Market access and availability.
  - iv. References.
- B. The proposed scope of coverage and work:
  - i. Ability to meet D19 CSB’s requirements as described in the RFP.

- ii. Proposed claims handling procedures and support.
- iii. Knowledge and impact of applicable laws and regulations.

At the conclusion of the discussions, on the basis of the selection criteria listed in this RFP and all information developed in the selection process to this point, D19 CSB shall select in order of preference two or more respondents whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, with the respondents we rank based upon our weights. If a contract is satisfactory and advantageous to D19 CSB that can be negotiated at a price considered fair and reasonable, the award shall be made to that respondent. If not, we shall elect to cancel the RFP and re-solicit at a future date if we deem necessary. Note that the award does not need to be made to the respondent with the lowest price, as long as it is determined to have the “best” overall proposal that meets/exceeds our requirements.

Should D19 CSB determine that only one respondent is fully qualified, or that one respondent is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that respondent.

## 7. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions District 19 Community Services Board *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.d19csb.com](http://www.d19csb.com) under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** 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 Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. 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). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, bidders/offerors certify to District 19 CSB 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 the requirements of this section.
  - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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.

**D. ETHICS IN PUBLIC CONTRACTING:**

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/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.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By entering into a written contract with Commonwealth of Virginia (District 19 CSB), the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:**

By participating in this procurement, the vendor certify that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**G. ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to District 19 CSB all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by District 19 CSB under said contract.

**H. MANDATORY USE OF CSB FORM AND TERMS AND CONDITIONS:**

Failure to submit a bid on the official District 19 CSB form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bid or Unsealed Bid may be cause for rejection of the bid; however, District 19 CSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, District 19 CSB may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price,

or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**I. CLARIFICATION OF TERMS:**

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/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.

**J. PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth (District 19 CSB), a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth (District 19 CSB), except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth (District 19 CSB).

**K. PRECEDENCE OF TERMS:**

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF DISTRICT 19 CSB FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**L. QUALIFICATIONS OF BIDDERS/OFFERORS:**

District 19 CSB (the Commonwealth) may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to (the Commonwealth) District 19 CSB all such information and data for this purpose as may be requested. District 19 CSB (the Commonwealth) reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. District 19 CSB (the Commonwealth) further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy District 19 CSB (the Commonwealth) that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:**

District 19 CSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**N. ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth (District 19 CSB).

**O. 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. District 19 CSB Purchasing department 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 Purchasing Agency 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 Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing department with all vouchers and records of expenses incurred and savings realized. The Purchasing department shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing department within thirty (30) days from the date of receipt of the written order from the Purchasing department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of District 19 CSB *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing department or with the performance of the contract generally.

**P. DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, District 19 CSB, 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 District 19 CSB may have.

**Q. INSURANCE:**

By signing and submitting a bid or proposal under this solicitation, the bidder or 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 this 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 District 19 CSB (the Commonwealth) 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. District 19 CSB must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by District 19 CSB is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

**Profession/Service Limits**

Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate

Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate

Asbestos Design, Inspection or Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental



Hygienists, Optometrists, Registered or Licensed  
Practical Nurses, Pharmacists, Physicians, Podiatrists,  
Chiropractors, Physical Therapists, Physical  
Therapist Assistants, Clinical Psychologists,  
Clinical Social Workers, Professional Counselors,  
Hospitals or Health Maintenance  
Organizations.) \$2,150,000 per occurrence, \$4,250,000 aggregate

(Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.)

Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate  
Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate  
Legal \$1,000,000 per occurrence, \$5,000,000 aggregate  
Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate  
Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

**Please send the Certificate of Insurance Coverage form to:  
District 19 CSB  
Attention: Theoria M. Nixon, Purchasing Department  
20 W. Bank Street, Suite #7  
Petersburg, VA 23803**

**R. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the agency's bulletin board for a minimum of 10 days.

**S. 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.

**T. 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 District 19 CSB, 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.

**U. AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that District 19 CSB shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

**V. BID PRICE CURRENCY:**

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* 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, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**8. SPECIAL TERMS AND CONDITIONS**

- 1. 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 District 19 CSB, 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.

2. **AWARD:** The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
  
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 90 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
  
4. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for (one year)/( successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
  
5. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked.

Contractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

6. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

_____	_____	_____
Name of Bidder/Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

7. **INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth (District 19 CSB), its officers, agents, and employees for any loss, liability, cost or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
8. **OPTIONAL PREPROPOSAL CONFERENCE:** Will be held at **1:00P.M. on Wednesday, March 21, 2018 at 20 W. Bank Street, Petersburg, VA-Suite 9 – Fourth floor conference room.** The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, bidders/offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

9. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the

organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**10. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of District 19 CSB Purchasing Department. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

**11. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

**12. CONTINUITY OF SERVICES:**

a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

(iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**13. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**14. CONTRACT ADMINISTRATOR:** A contract administrator will be appointed by the CSB who will be responsible for monitoring contractor performance, resolving contractual issues, and interpreting contractual terms and conditions. Further, the Contract Manager may pursue any issue(s), relating to the contract agreement that results from this solicitation that is in the best interest of the District 19 CSB. The Contract Administrator is not authorized to make or authorize changes to the contract, to approve additional work or expenditures, or to change deliverables or timeframes. Requests for such changes shall be directed to the Purchasing Department.

**15. CRIMINAL CONVICTIONS:** By submitting their proposals, offerors certify that they and their employees that will be performing services under this contract are free of any criminal conviction that indicates a behavior that may pose a risk or threat to District 19 CSB. Verification of certification shall be made available to the Human Resource Department at District 19 CSB upon request within ten (10) working days.

- 16. DISPUTES:** Disputes shall be communicated between Contractor's assigned coordinator and assigned District 19 CSB Contract Officer, who will negotiate resolution of dispute. If the condition is not corrected at the above level, a meeting shall be scheduled with the Executive Director or his designee by the District 19 CSB's Contract Officer, including all interested parties. The decision of the District 19 CSB's Executive Director shall be final.
- 17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**COMPLIANCE:** The Provider agrees to sign a Business Associate Agreement when requested by District 19 CSB's Purchasing Department in compliance with the Health Insurance Portability and Accounting Act effective April 14, 2003. Failure to execute the Business Associate Agreement may result in termination of this agreement.
- 18. HIPAA PRIVACY RULE:** It is the policy of District 19 CSB that all staff, students, volunteers, interns, residents, and contract workers will comply with the HIPAA Privacy Rule, the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Intellectual Disability and Substance Use Disorder Services ("Human Rights Regulations"), and other related state and federal laws and regulations. Violations should be reported according to the protocols established in the District 19 CSB's Compliance Plan.
- 19. HUMAN RIGHTS POLICY:** The contractor shall comply with and adopt the Board's Human Rights Policy. This policy complies with the Community Human Rights Regulations promulgated in February 2008, and has been approved by the State Human Rights Committee. For a copy of this policy, please contact the Purchasing department at (804) 862-8054, or a copy can be obtained at 20 West Bank Street, Suite 7, Petersburg, VA 23803.
- 20. REJECTION OF PROPOSALS:** District 19 CSB reserves the right to reject any and all bids/proposals when such rejection is in the best interest of the District 19 CSB, and to reject the bid/proposal of a vendor who is not in a position to perform the contract.

## **Broker Services for Health Insurance & Related Employee Benefits**

### **Appendix A: Questionnaire**

#### **I. General Information**

- A. Provide the history of your firm, particularly your employee benefits division.
- B. Who would be working directly with D19 CSB on administrative issues, questions, or problem solving? Please provide the roles and qualifications of each person. If different people/departments would manage different aspects, please explain. Also include the number of clients each person is expected to handle and categorize these clients by large (500 or more employees), medium, or small (less than 100).
- C. How many of your clients do you currently work with on a broker basis? How many of your clients do you currently work with on a consultant basis?

#### **II. Account Services**

- A. Describe your account services department.
- B. What is your process for ensuring customer satisfaction?
- C. What is the turnover rate of the employees that perform the bulk of the problem-solving administration within your organization? Categorize employee turnover according to the group sizes listed above.
- D. What kind of training (industry, internal, computer, other) does your staff receive?

#### **III. Data Analysis**

- A. What resources do you use to analyze medical and pharmacy claims?
- B. Do clients have access to the data for ad hoc queries?
- C. Will your organization complete a provider analysis of physicians, clinics, and hospitals that treat our plan participants?
- D. Will your organization provide a wellness and preventive health analysis of our employees and claims experience?
- E. What is the cost of customization or ad hoc reports?

#### **IV. Strategic Planning/Vendor Selection**

- A. What resources do you have available to help us manage our benefits and outline a benefits strategy consistent with current and future business plans?
- B. How will you help us with the competitive marketing and placement of our plans, including development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for annual renewals?
- C. How is the “rebidding” process handled?



- D. How are plan design changes handled?
- E. Furnish a list of insurance companies, third party administrators, and other providers for which the consultant is an authorized agent or broker.
- F. How will you save D19 CSB money?
- G. What sort of benchmarking data can you provide?

**V. Cost Projections/Ongoing Review**

- A. How can you help us develop cost projections tied to our fiscal goals?
- B. Who do you use for actuarial services? Please provide credentials.
- C. How will you help with the management of insurance, including: monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports; underwriting analysis for annual renewals; annual financial projections for budgeting purposes; and alternative funding analyses?

**VI. Plan Administration and Legislative Compliance**

- A. Do you have an in-house benefits attorney? If yes, please provide his or her credentials and the number of years he or she has provided counsel on benefits issues. If no, do you use an external benefits attorney? Which firm do you use?
- B. How does your firm stay current with federal and state regulations?
- C. Will your firm notify D19 CSB of changes in federal and/or local laws that would affect us?
- D. What is your experience thus far in consulting with organizations around the impact of the Affordable Care Act and briefly, how do you plan to keep abreast of this impact and possible changes so that small to medium size employers like the D19 CSB are properly positioned?
- E. Explain what steps you have taken to become HIPAA compliant.

**VII. Wellness Programs**

- A. What tools can you provide D19 CSB to help implement/continue our wellness program?
- B. Can you provide examples of low-cost wellness tools?
- C. How can you help evaluate and refine our wellness program over time?
- D. What is your process for measuring the success or failure of a wellness program?

**VIII. HR Tools**

- A. Describe how you keep your clients abreast of employment laws in a

timely manner.

- B. What resources do you provide to help D19 CSB remain complaint?
- C. What types of materials can you provide to communicate pertinent information to D19 CSB employees?
- D. Do you have any Internet-based employee communication tools?

**IX. Fees**

Please outline and detail how the broker will be compensated, now and in the future. Please note that D19 CSB will require complete disclosure of any and all fees, commission, contingent commission, overrides, bonuses your organization receives each year as a result of your organization's work on its behalf.

**X. References/Other**

- A. Please provide at least three (3) references that include name, address, phone number and length of time associated with your organization. Indicate whether your organization's role was a broker, consultant, or both?
- B. How many clients similar to D19 CSB have you lost in the last three years? Explain.
- C. Describe any other facets of your organization and your firm's experience that are relevant to this proposal which have not been previously described and that you feel warrant consideration.