

Loudon County Government

Request For Proposal

Loudon County Purchasing
Joan Lovelace, Purchasing Director

Phone 865-458-4663 #101
lovelacej@loudoncounty-tn.gov
Fax 865-458-4871

MARCH 26, 2015

RFP No. 2015-339
SUPPLEMENTAL INSURANCE SERVICES
Opening Date: May 01, 2015
Time: 10:00 AM

LOUDON COUNTY GOVERNMENT IS ACCEPTING PROPOSALS FOR INSURANCE SERVICES FOR LOUDON COUNTY GOVERNMENT. THESE SERVICES WILL INCLUDE BUT NOT BE LIMITED TO:

SECTION 125 PLAN (tax sheltered deductions),

FLEXIBLE SPENDING (for medical expenses),

SUPPLEMENTAL POLICIES (heart attack, cancer, short and long term disability, group life, accident and additional life insurance).

THE SUCCESSFUL COMPANY WILL ALSO CONDUCT OPEN ENROLLMENT MEETINGS.

SUBMISSION OF YOUR BID MUST BE IN A SEALED ENVELOPE AND MARKED “**SUPPLEMENTAL INSURANCE SERVICES**” ON THE FRONT OF THE ENVELOPE AND DELIVERED TO THE LOUDON COUNTY PURCHASING OFFICE, 100 RIVER ROAD, SUITE 110, LOUDON, TENNESSEE 37774. BIDS WILL BE OPENED AT THE SPECIFIED DATE AND TIME. LATE BIDS WILL NOT BE ACCEPTED.

ANY QUESTIONS OR CONCERNS REGARDING THE BID SHOULD BE DIRECTED TO JOAN LOVELACE, PURCHASING DIRECTOR, lovelacej@loudoncounty-tn.gov , 865-458-4663 #101, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:30 PM, NO LATER THAN APRIL 15, 2015

SUPPLEMENTAL INSURANCE SERVICES

Bid #2015-339

Opening Date: May 01, 2015

TIME 10:00 A.M.

CONTRACTOR INFORMATION

Contractor _____

Address _____

City _____ State _____ Zip _____

Contact Person _____

(Please Print)

Telephone Number _____ Fax Number _____

Email Address _____

Authorized Signature _____

**LOUDON COUNTY GOVERNMENT
ATTESTATION
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE
PERFORMANCE OF ANY CONTRACT**

In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract/purchase order.

Name of Contractor/Vendor _____

Federal ID Number or Social Security Number _____

Loudon County Contract or Purchase Order Number _____

Date Attested _____

Signature _____

Printed Name _____

Title _____

Note: Individual signing must have contractual authority to bind the entity.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____ an employer of five (5) or more employees contracting with Loudon County Government to provide Supplemental Insurance Services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide Supplemental Insurance Services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

Loudon County Government
Request for Proposal
Insurance Services
Opening Date: May 01, 2015 10:00am

SECTION 1 GENERAL TERMS AND CONDITIONS

1. ADDITIONAL INFORMATION: ALL request for additional information **MUST** be routed to the Loudon County Purchasing Office, Joan Lovelace, Purchasing Director. Questions may be faxed to 865-458-4871 or emailed to lovelacej@loudoncounty-tn.gov

2. CONFLICT OF INTEREST: Vendor, by submitting a signed proposal, certify that ***no gratuity of any kind and no part*** of the total contract amount provided herein shall be ***paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.*** Vendor hereby represents that Vendor has not been retained or retained any persons to solicit or secure a contract with the County upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specifications or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for any ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under County contracts.

3. NON-COLLUSION: Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers.

4. NON-DISCRIMINATION: Loudon County agrees, warrants, and assures that no person shall be excluded from participating in the bidding process on the grounds of handicap, age, race, color, religion, sex or national origin. Vendor agrees, warrants and assures that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor.
5. PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of ten days is required to process invoices for payment.
6. MULTIPLE PROPOSALS: Loudon County will consider multiple proposals that meet specifications.
7. TAXES: Loudon County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
8. REJECTION OF PROPOSALS: Loudon County reserves the right to reject any proposal, all proposals, or any part of a proposal. The County shall reject any proposal that is determined to be non-responsive. The County also reserves the right to reject the proposal of any Bidder who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the proposal of any Bidder who is in default on the payment of taxes, licenses, or other monies due Loudon County.
9. AWARD: Loudon County intends to award this contract to the responsible Bidder whose proposal is most advantageous to the Loudon County Government, taking into consideration price and the other factors set forth in this RFP. All participating vendors will be notified by mail when an award is made. Loudon County reserves the right to withdraw this Request for Proposal at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Loudon County reserves the right not to award this bid.
10. REQUEST FOR CLARIFICATION: The County may conduct discussions with responsible Bidders determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Request for clarifications shall not alter the Vendor's pricing information contained in its cost proposal.
11. BIDDER'S QUALIFICATIONS: Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the bidder's ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. SUBCONTRACTING: Loudon County will award this proposal to one vendor. The successful vendor may not assign or subcontract the "award agreement", its obligations or rights" hereunder to any party without the written consent of Loudon County Purchasing Agent.

13. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective bidder to review the entire request for proposal packet. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the County of such error in writing and request modification or clarification of the document. The bidder shall also notify the County in writing if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Purchasing Department not less than 2 weeks prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous. The County will make modifications, if needed, and issue a written revision and will give written notice to all parties who are on file in the Purchasing Office as having received a copy of this RFP.

The failure of a specific bidder to receive business, once it has been added to the awarded vendors' list, shall not be grounds for a contract controversy.

14. SIGNING OF PROPOSAL FORMS: Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
15. WAIVING OF INFORMALITIES: Loudon County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Loudon County. Any such waiver shall not modify any remaining proposal requirements or excuse the Bidder from full compliance with the requested specifications and other contract requirements if the Bidder is awarded the Contract.
16. INSURANCE: By submitting a proposal, the bidder acknowledges that it has read and understands the insurance requirements for the proposal. The successful Vendor shall obtain and keep in force for the term of the contract for services, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise the County may rescind its acceptance of the Bidder's proposal.
17. SUBMISSION OF PROPOSAL: Loudon County does not accept telegraphic or electronically transmitted bids. Proposals and modifications shall be enclosed in sealed envelopes and delivered to the Loudon County Purchasing Department, 100 River Road #110, Loudon, Tennessee 37774. The bidder shall show on the outside of the envelope proposal name.

At the specified date and time the names of bidders submitting proposals will be read aloud but information in the proposals will not be made public until after the evaluation process and award(s) are made at which time all proposals will become available for public viewing. Late proposals will not be accepted.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **MODIFICATIONS OR AMENDMENTS:** This contract may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies and regulations. Modifications or amendments shall not be binding on Loudon County without the prior written approval of the County Purchasing Agent.
2. **WARRANTY:** Contractor warrants to Loudon County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and / or other descriptions furnished and / or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Loudon County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.
3. **REMEDIES:** Loudon County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys fees.
4. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Loudon County inspects and formally accepts the goods and / or services. Loudon County reserves the right to reject any and all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

The Buyer may make such investigation as it deems necessary to determine the capability of the Bidder to perform such work and reserves the right to reject any bid if evidence indicates the Bidder is not qualified to perform this contract.

5. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
6. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and /or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
7. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

8. **DEFAULT:** If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Loudon County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
9. **TERMINATION:** Loudon County may terminate this agreement with or without cause at anytime with ninety days (90) written notice. In the event of termination by either part, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
10. **APPROPRIATION:** In the event no funds are appropriated by Loudon County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.
11. **IDEMNIFY AND HOLD HARMLESS:** The Contractor agrees to indemnify and hold harmless Loudon County, its officers, agents and employees from and against: Any and all suits, claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as result of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligence acts, omissions, bad faith, or willful misconduct on the part of the Vendor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and any claims, damages, penalties, costs and attorney fees arising from any failure of Vendor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws.

The contractor certifies that during the term of this contract the contractor shall indemnify the County against any and all claims relating to damages or injury sustained by contractor employees, or any other persons. Further, the contractor shall indemnify the County against any lawsuits, loss damage claim expense, or liability in connection with the performance of this contract.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Buyer in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Buyer. In the event of any such suit or claim, the Contractor shall give the Buyer immediate notice thereof and shall provide all assistance required by the Buyer in its defense.

The County will not indemnify, defend or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

12. **FORCE MAJEURE:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbances, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

I. PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal is to solicit proposals from qualified Insurance vendors to provide Supplemental Insurance Services for Loudon County Government.

II. NATURE OF PROPOSAL

Each interested vendor shall be responsible for the review of information contained herein, other information which may be requested and other efforts as necessary for the submission of a comprehensive proposal which will represent the vendor's best offer for Supplemental Insurance Services for Loudon County Government.

Each proposal shall be complete, and it shall be outlined and identified by sections of this Request to facilitate evaluation and to prevent evaluators from unnecessary search/arranging materials for evaluation purposes. In the preparation of each proposal attention should be given to the criteria referenced herein which will be used for purposes of evaluation and award determination purposes.

III. SCOPE OF PROGRAM

The scope of work will be to provide supplemental insurance services for Loudon County Government which will include but not be limited to:

1. *Section 125 Plan (tax sheltered deductions)*
2. *Flexible Spending (for medical expenses)*
3. *Supplemental Policies (heart attack, cancer, short and long term disability, group life, accident and additional life insurance)*
4. *The successful proposer shall also conduct open enrollment meetings.*

Please see Attachment A

ATTACHMENT A

Group Life, Voluntary Benefits Section 125 and Flexible Spending plan specifications

Life Section 125 Administration and Services

Loudon County Government Requests to have a dedicated Account Executive or team for section 125. The Account Executive/team is responsible for:

1. Conducting educational group meetings at each location.
2. Enrollment coordination and implementation
3. Supervision of enrollment activities.
4. Post enrollment follow up, reconciliation and payroll load.
5. Long-term planning for re-enrollments.
6. Service and customer satisfaction.
7. New hire enrollment

Flexible Spending Plan for Medical Expenses

SCOPE OF SERVICES

A. ADMINISTRATION OF FLEXIBLE SPENDING ACCOUNT SERVICES

The successful Proposer shall provide administrative services to all employees of the Loudon County who choose to enroll in the flexible spending accounts after the open enrollment period each year. The County has approximately 300 employees who may be eligible to participate in flexible spending accounts.

The Account Executive/team will work with designated Loudon county employees and current insurance brokerage firm (Carriage Hill Insurance) through all phases of the process from planning to payroll.

Phase One - Planning

Bid winner will work with said parties to develop a plan. Account Executive/team will:

1. Set up the Plan and provide necessary documents:
 - a. Plan document
 - b. Adoption agreement
 - c. Summary plan description
 - d. Election forms
 - e. Discrimination testing
 - f. Provide updates of all changes in rules and regulations pertaining to the Section 125 plan
2. Review your current benefit enrollment strategy and host implementation meetings.
3. Develop a communication plan and distribute materials that could include email blasts, posters, flyers, or payroll stuffers.
4. Develop an enrollment calendar that limits interruption in the day-to-day work flow and ensures each employee has an opportunity to ask questions.
5. Review your goals and make sure any benefit changes you need communicated are communicated to the employees.
6. Collect data and necessary paperwork for the enrollment set up.

Phase Two - Enrollment

Bid winner must employ a team of full time, licensed, professional Benefit Consultants that work on behalf of **Loudon County**. Those professionals are to take a **no-pressure** approach to enrollment and focus on benefit awareness. This phase should be done in a timely manner with minimum work duty interruption.

After the planning phase winning bidder will:

1. Conduct educational group meetings at each location.
2. Meet with employees one-on-one. **During these one-on-ones:**
 - a. Educate employees and answer questions to provide a clear understanding of the benefits offered.
 - b. Focus on “needs based” enrollment method.
 - c. Provide benefit summaries that illustrate all benefits and any changes that were made during the enrollment.
 - d. Make sure all employees sign an election form.
 - e. Communicate to employees that their elections are **locked in** for a year unless there is a qualifying event.

Phase Three – Reconciliation and Continued Support

Benefit enrollments are not complete until the payroll has been reconciled. Assigned Account Executive /team will:

1. Manage the reconciliation process.
2. Check for errors prior to the payroll load.
3. Assist with the payroll load.
4. Provide post enrollment reports.
5. Always be available to answer questions and provide information.

Continued Support:

Loudon County will provide insurance company contact information on new hire's. Account executive or team is required to contact each new hire, individually, to discuss insurance plans offered and available through Loudon County. Minimum contact requirement is a phone call.

Winning bidder is required to meet with Loudon County officials or Loudon County agent after enrollment and all responsibilities are met. This meeting is to evaluate the enrollment processes. This meeting will focus on enrollment processes that went right and discuss possible enhancements for next year. This meeting is to take place no later September 15, 2015

Newly required ACA reporting capability forms 1094 and 1095 to be completed by winning bidder.

***Products currently being offered:
Group Life***

Benefits amounts for eligible employees shall be determined in accordance with the following schedule: Full-Time Employment 32 hours weekly

Benefit Amount

Employee Basic Life \$50,000
Employee Basic Accidental Death & Dismemberment \$50,000
Dependent Life Spouse Amount \$10,000.00
Children Amount
\$500 – age live birth to 6 months
\$5,000 – age 6 months and over
Group Life Accelerated Benefits 75% up to \$250,000
AD&D Coma Rider 5% per month for 11 months
AD&D Exposure & Disappearance Rider AD&D benefit payable after 1 year of accidental disappearance
AD&D Repatriation Rider 10% up to \$5,000
AD&D Seat Belt & Air Bag Rider Seat Belt: 10% up to \$10,000
Air Bag: 10% up to \$10,000

If a covered person is eligible for any amount in excess of the guaranteed issue amount shown below, the employee must furnish evidence of insurability, which is subject to our approval.

Benefit Guaranteed Issue Amount

Employee Basic Life \$50,000
Employee Basic Accidental Death & Dismemberment \$50,000
Dependent Life
Spouse Amount \$10,000
Children Amount \$5,000

Reductions, Terminations, and Special Provisions

Employee Basic Life

Reduces to 60% at age 70, to 35% at age 75, to 25% at age 80, to 15% at age 85, and to 10% at age 90. Terminates at Employees retirement.

Employee Basic Accidental Death & Dismemberment

Reduces to 60% at age 70, to 35% at age 75, to 25% at age 80, to 15% at age 85, and to 10% at age 90. Terminates at Employees retirement.

Dependent Life Terminates at Employees retirement.

A full copy of the latest life insurance policy is available electronically upon requests

Offered Voluntary Products

- Accident
- Cancer Care Elite
- Critical Care Elite
- Individual Term Life
- Hospital Indemnity
- Voluntary Group Term Life
- Voluntary Accidental Death & Dismemberment
- Voluntary Short Term Disability
- Voluntary Long Term Disability