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## **RFP #813**

### **Employee Benefits Brokerage Services**

#### **I. Objective**

The CVCS seeks an experienced benefit management services firm to provide and is invited to submit proposals to enter into a contract for providing medical and pharmacy administrative services for Central Virginia Community Services Board, a political subdivision of the Commonwealth of Virginia.

This RFP is part of a competitive procurement process which helps to serve the CVCS' best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed proposals. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the CVCS has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm selected to provide services for CVCS is referred to as the "Selected Firm." This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the CVCS proposes to govern the relationship between it and the Selected Firm.

It is the policy of the Commonwealth of Virginia and the CVCS to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth and the CVCS encourage firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities.

#### **II. Timeline**

##### **A. Proposal Issuance Date**

January 24, 2012

##### **B. Question Deadline & Contact Information**

Questions concerning this RFP should be directed, in writing by mail ([jay.goding@cvcsb.org](mailto:jay.goding@cvcsb.org)) or fax (434-455-3431) to *Jay Goding (voice 434-455-3416)* in the Purchasing Office no later than 10 business days prior to the closing date of the proposals. Any revisions to the solicitation shall be made only by written addendum issued by the Purchasing Office.

##### **C. Proposal Deadline**

Friday, February 10, 2012, no later than 3 PM. Any proposal received after that time shall not be considered.

##### **D. Period of Contract**

5 - years, 3 year contract with two optional 1- year renewals. Contract is contingent upon satisfactory contract performance.

#### **III. Background**

Central Virginia Community Service Board has facilities in Lynchburg and the surrounding area to provide services for Mental Health, Developmental Services, Substance Abuse and Prevention.

#### **IV. Statement of Need**

We are a local behavioral health entity that provides mental health, substance abuse and intellectual disability treatment. CVCS is looking for a firm that shall provide service responsibilities related to employee benefit management services for this Request for Proposal (RFP).

1. **Strategic Benefit Development** - Firm shall provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of CVCS and its employees.
2. **Benefit Plan** - Firm shall help to ensure that benefit plans are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process. Shall offer suggestions on new employee benefit options as related to the CVCS' benefit requirements and current wellness plan offerings.
3. **Administration** - Firm shall identify core administrative services, assess insurance carrier performance, and manage insurance carrier relationships to provide appropriate program administration.

Firm shall assist CVCS and CVCS' employees by working with insurance carriers and CVCS/employees to ensure the quick and through resolution of employee and CVCS issues or concerns with insurance carrier.

Firm shall organize insurance carriers and co-facilitate numerous open enrollment meetings, at varying times and on varying days for CVCS each year.

Firm shall act as primary organizer of CVCS' annual wellness fair, by contacting local vendors to participate, developing incentives for CVCS' employees to attend, as well as assisting in planning and execution of actual fair.
4. **Financial support** - Firm shall provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.
5. **Insurance Carrier Selection** - Upon CVCS request, Firm shall prepare Request(s) for Proposal(s) (RFP), analyze RFP's and prepare a summary report outlining responses. Insurance carriers include, but are not limited to:
  - Cobra Administration
  - Communication Services
  - Health Savings Account Services
  - IRS Code Selection 125 Programs
  - Preferred Provider Network Plans
  - Online Enrollment Services
  - Third Party Claims Administration
  - Utilization Review Programs
  - Wellness & Disease Management Programs
  - Voluntary Workers Programs
6. **Communication** - Firm shall assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process. Shall create and deliver yearly benefit booklets, updated each fiscal year, as necessary, for use by CVCS to promote benefit offerings.
7. **Legislative Information** - Firm shall provide informational materials on legislative developments impacting employee benefit plans.
8. **Statistics Analysis** – Firm shall provide CVCS with summary comparisons and work with CVCS and TPA (Third Party Administrator) to secure additional reports as required for claims analysis.
9. **Scheduled Meetings with CVCS & Insurance Carriers** - Services shall include attendance at and facilitation of the following meetings with CVCS and/or insurance carriers to facilitate program management including day-to-day operations and planning program changes:

Firm shall meet with CVCS on a quarterly basis to review all activities performed by Firm during the prior quarter. The meetings shall include discussion of business concerns, including presentations of options and recommendations.

Upon CVCS request, Firm shall meet with CVCS semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within CVCS' organization.

Firm shall meet with CVCS 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 Firm's fees for the next twelve month period.

Firm shall meet with CVCS yearly following conclusion of open enrollment period to evaluate any changes current/new benefit offerings pose to wellness program activities or offerings, and to suggest additional wellness plan initiatives/ideas with cost information.

In evaluating a firm to perform these services prior experience effectively operating a similar business model is preferred. The results of this RFP shall provide CVCS with a clear choice of the firm that shall provide our employee benefit management services.

## V. Proposal Preparation and Submission Requirements

### A. General Instructions

1. Proposals should be not be extensive but should convey enough information for the CVCS to evaluate the ability of your firm to provide the requested services. Proposals must contain the following, in this order:
  1. Letter of transmittal
  2. Table of contents
  3. Brief description of the firm(s)
    - History
    - Principals
    - Qualifications to undertake this project
  4. List of personnel who would be assigned to the project in terms of:
    - Related experience
    - Project team role and time commitment of each member
  5. Brief description of not more than 3 similar projects.
  6. Briefly describe your firm's general approach to providing like services (use exhibit if appropriate).
  7. 3 references with their contact information
1. Proposals should not be accompanied by voluminous plans or reports as examples of the proposer's previous work.
2. Proposals are to be returned to the Purchasing Office, Central Va. Community Services, 2241 Langhorne Rd, Lynchburg, Virginia 24501.
3. The original Request for Proposal must be returned with your proposal.

### B. Specific Instructions

1. In order to be considered for selection, firms shall submit a complete response to this RFP. One (1) original and *three (3)* copies of each proposal are to be submitted.
2. All proposals shall be returned in a sealed envelope marked ***Employee Benefits Brokerage Services***. Proposals shall be signed by an authorized representative of the firm. Courier and regular mail packages shall be clearly marked as to the contents.
3. The firm that shall be performing services at a CVCS site must be able to present Certificates of Insurance stating a minimum of 1 million dollar General Liability and Workers Compensation in the statutory amount. Such certificates shall only be required of the successful firm.

## VI. Contract Award and Development

- A. The Competitive negotiation method of selection shall be used to determine the most qualified firm 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 firm's proposal shall become an integral part of the contract, but may be modified by provisions of the contract. Firms must be amenable 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.

## VII. Proposal Evaluation Criteria & Selection Process

Proposals shall be reviewed in accordance with the following evaluation criteria:

1. The firm has demonstrated the ability to meet the agency's requirements as described in the RFP.
2. The firm has some knowledge in the behavioral health field.
3. The firm is familiar with the unique challenges faced by similar, medium-sized organizations.
4. The firm is familiar with the major funding streams available to public behavioral health organizations.
5. The firm is familiar with creative solutions to difficult organizational challenges faced by similar organizations.
6. Experience with providing like services to similar public agencies.

The selection process shall be in accordance with the Virginia Public Procurement Act, which stipulates that Request for Proposals be processed as follows:

CVCS shall choose two or more firms deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Informal interviews shall be held to allow firms to elaborate on their qualifications and performance data or staff expertise pertinent to the employee benefit management services. Estimates of man-hours or cost for services discussed during those interviews shall be non-binding.

At the conclusion of the discussions, on the basis of the selection criteria listed in this Request for Proposals and all information developed in the selection process to this point, CVCS shall select in order of preference two or more firms whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, with the firms we rank based upon our weights. If a contract is satisfactory and advantageous to CVCS that can be negotiated at a price considered fair and reasonable, the award shall be made to that firm. 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 Firm with the lowest price, as long as it is determined to have the "best" overall proposal that meets/exceeds our requirements.*

Should CVCS determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that firm.

## VIII. General Terms and Conditions

- A. Firms who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the CVCS. This shall provide an opportunity for the firm to clarify or elaborate on the proposal. The CVCS shall schedule the time and location of these presentations. Oral presentations are an option of the CVCS and may not be conducted. Therefore, proposals should be complete.
- B. No member of the governing body, officer, or employee of CVCS during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- C. The CVCS reserves the right to accept any proposal or to reject any or all proposals.
- D. CVCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the firm to perform the work and the firm shall furnish to the CVCS all such information and data for this purpose as may be requested. The CVCS reserves the right to inspect firm's physical plant prior to award to satisfy questions regarding the firm's capabilities. The CVCS further reserves the right to reject any offer if the evidence submitted by, or investigations of, such firm fails to satisfy the CVCS that such firm is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- E. All proposals submitted under the RFP shall become the property of the CVCS and shall not be returned. In accordance with the Virginia Public Procurement Act: "Trade secrets or proprietary information submitted by a bidder, firm, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, firm or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- F. The CVCS shall not be responsible for any expenses incurred by a potential firm in preparing and submitting a proposal.

- G. Proposals received after the date and time stated shall not be considered. It is the responsibility of the firm to see that his/her proposal is received in the Purchasing Office by the specified time and date. Date of postmark is not considered. Telephone, telegraph, emails, and facsimile proposals are not acceptable.
- H. It is understood and agreed between the parties herein that the CVCS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. By submitting a Proposal, the Firm covenants and agrees that he has satisfied himself, from his/her own investigation of the conditions to be met, that he fully understands his/her obligation and that he shall not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- J. Payment shall be made upon 30 days receipt of accurate and complete monthly statements.
- K. By signature on this solicitation, firm certifies that it does not and shall not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. By written notice to the Contractor, Community Services may from time to time make changes, within the general scope of the Contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- M. The Contractor shall adhere to the rules and regulations proclaimed by the Purchasing CVCS regarding the confidentiality of CVCS related information during and after the term of the contract.
- N. If the Contract involves patient care, the contractor shall adhere to the standards set by the Purchasing CVCS regarding quality assurance and participate with the Purchasing CVCS in the systematic and ongoing monitoring and evaluation of patient care.
- O. Failure to submit a Proposal on the form provided for that purpose shall be a cause for rejection of the Proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Proposal; however, CVCS reserves the right to decide, on a case-by-case basis, at its sole discretion, whether or not to reject such a Proposal as nonresponsive.
- P. CVCS reserves the right to conduct any inspection it may assume advisable to assure supplies and services conform to the specifications.
- Q. Any payment terms requiring payment in less than thirty (30) days shall be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than thirty (30) days.
- R. In case of failure to deliver services in accordance with the contract terms and conditions, CVCS, 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.
- S. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Chief Executive Officer of CVCS.
- T. By submitting their proposals, all Firms 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 firm, 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.
- U. The CVCS reserves the right to cancel any subsequent contract at any time the CVCS, at its sole discretion, deems it to be in the CVCS' best interest to do so by giving the contractor 30 days written notice. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.

V. By submitting their proposal, all bidders and firms certify to the Central Virginia Community Services, Virginia that they shall 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, Section 11-51 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable 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, shall 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.
2. The contractor shall include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions shall be binding upon each subcontractor or insurance carrier.

**IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL 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 IN WRITING BY SUBSEQUENT NEGOTIATION.**

**Company Name and Address:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_  
**Signature in Ink**

\_\_\_\_\_ **ZIP** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Fax:** \_\_\_\_\_