

REQUEST FOR PROPOSAL (RFP) - OFFEROR'S SIGNATURE PAGE

Issue Date: April 13, 2022

RFP# 12150-22-02

Title: COBRA, Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA) Administrative Services, and Retiree Billing

Issuing Agency: County of Augusta, 18 Government Center Lane, Verona, VA 24482

Period of Contract: From Date of Award, effective January 1, 2023 through December 31, 2024, with the option to renew for four additional one-year terms, contingent upon the availability of funds.

Your firm is invited to submit a proposal to provide services listed below for SAW Consortium, VBA Benefits Corporation and Virginia Private Colleges Benefit Consortium in accordance with the enclosed specifications. **SAW Consortium members are as follows: County of Augusta and Schools, including: Valley Vo-Tech and County of Augusta Service Authority, City of Staunton and Schools, City of Waynesboro and Schools, and Middle River Regional Jail Authority. VBA Benefits Corporation provides benefit offerings and administrative services to 70 members banks located in Virginia. Virginia Private Colleges Benefit Consortium provides administrative services to 17 private colleges all located in Virginia.**

- SAW Consortium - COBRA and Flexible Spending Account administrative services
- VBA Benefits Corporation - COBRA and Flexible Spending Account administrative services and Retiree Billing administration
- Virginia Private Colleges Benefit Consortium – Flexible Spending Account and Health Reimbursement Arrangement administrative services

(1) SAW Consortium:

Sealed Proposals Will Be Received Until 3:00 p.m. on May 11, 2022 for Furnishing The Goods/Services Described Herein. Proposals received after the announced time and date for receipt remain unopened. No telephoned, faxed, or emailed proposals will be considered.

The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFP#:	12150-22-02
TITLE:	COBRA, FSA, HRA Administration and Retiree Billing Services
PROPOSAL DUE:	May 11, 2022 at 3:00 p.m.

Any Changes and/or Addenda to this solicitation will be posted on the County of Augusta website at, co.augusta.va.us. Vendors are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as non-responsive.

All Inquiries Related to the Procurement Process should be Submitted in Writing and Be Directed To: Elana Sorrell, Senior Purchasing Assistant, County of Augusta, at E-mail: esorrell@co.augusta.va.us.

Inquiries related particularly to the RFP should be Submitted in Writing and Directed To: Elizabeth Trekas, Client Manager, MMA, at elizabeth.trekas@marshmma.com and Darby Greenhill, Sr. Strategic Client Executive, MMA, at darby.greenhill@marshmma.com. **Deadline for questions is April 27, 2022.**

PLEASE SEND PROPOSALS DIRECTLY TO: Elana Sorrell, Augusta County Finance Office, 18 Government Center Lane, Verona, VA 24482.

(2) Virginia Bankers Association/VBA Benefits Corporation

RFP responses are to be submitted to MMA electronically. Hard copies are not required. Please direct responses and questions to:

Dawn Hall dawn.hall@marshmma.com

(3) Virginia Private Colleges (VPC):

RFP responses are to be submitted to MMA electronically. Hard copies are not required. Please direct responses and questions to:

Julie Cooper julie.cooper@marshmma.com

PREPROPOSAL CONFERENCE: No preproposal conference will be held.

County of Augusta does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1 or against any Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In accordance with the following and in compliance all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for the prices quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by County of Augusta the items or services offered and accompanying attachments shall constitute a contract.

Name and Address of Firm

Telephone Number () _____

Fax Number () _____

Email Address: _____

Date: _____

By: _____
(Signature In Ink)

Printed Name: _____

Title: _____

I have the authority to bind the corporation.

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all General Contract Terms and Conditions as set forth in RFP # 12150-22-02 reference to procurement website.

My signature also certifies that by submitting a proposal in response to the Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Anti-Trust Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I certify that I am authorized to sign as a representative for the offeror:

NAME OF OFFEROR: _____

ADDRESS: _____

FED. ID #: _____

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

TELEPHONE NO: _____

FAX NO: _____

DATE: _____

CONTACT NAME: _____

CONTACT TITLE: _____

E-MAIL ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

SUBMIT THIS FORM WITH YOUR PROPOSAL

RFP TIMELINE

Activity	Date
Release Request for Proposal (RFP)	4/13/22
Deadline for submission of questions	4/27/22
Deadline for submission of proposals	5/11/22
Prepare Initial Analysis	5/12/22 – 5/31/22
Review analysis & initiate scoring	6/1/22 – 6/15/22
Finalist presentations to SAW, VBABC and/or VPC (meeting in person if COVID-19 permits)	Late June 2022
Receive best and final offers from finalists	Early July 2022
Final review of offers and scoring	Late July 2022
Carrier selection & award of contract	August 2022
Communications development and training implementation team	September 2022
Open enrollment and employee meetings	October/November 2022
Effective date of COBRA, FSA, HRA Administrative Services, and Retiree Billing (Possibly 9/1/22 for VBABC COBRA)	January 1, 2023

TABLE OF CONTENTS FOR RFP# 12150-22-02

	<u>PAGE</u>
I. BACKGROUND	6
II. PURPOSE	7
III. STATEMENT OF NEEDS	7
IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	12
V. EVALUATION AND AWARD CRITERIA	13
VI. GENERAL TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS	14
VII. ATTACHMENTS	
A Contractor Data Sheet	19

Provided as separate file attachments:

Attachment	Name
B	Employer/Plan Sponsor Data
C	Pricing and Administration Questionnaire – To Be Completed by Offeror

I. BACKGROUND: Employers/Plan Sponsors: SAW Consortium (public sector/procurement) as well as Virginia Private Colleges Benefit Consortium (VPCBC) and Virginia Bankers Association (private sector/non-procurement)

The Staunton Augusta Waynesboro (SAW) Consortium

The Consortium was formed in 1995 with the sole objective of exploring the feasibility of joint purchasing health insurance. The Consortium's goal was to leverage buying power and enhance data management capabilities in order to enhance quality, cost management capabilities, and pricing stability.

Beginning in 2006, SAW Consortium jointly contracted with LD&B for COBRA and FSA Administrative services. As of 1/1/22, NueSynergy began performing COBRA Administrative services for SAW Consortium. This change was due to LD&B exiting providing COBRA admin services. Due to the short notice from LD&B, they agreed to continue FSA administrative services for SAW Consortium through 12/31/22. Currently Aetna provides medical coverage, prescription drug coverage is carved out to Express Scripts with RxBenefits administering the benefits. Effective 1/1/22, Middle River Regional Jail, which was previously under County of Augusta, became a separate entity with a separate contract. There are currently four separate contracts for Augusta, Staunton, Waynesboro, and Middle River Regional Jail with Aetna, Express Scripts/administered by RxBenefits and Delta Dental.

The current medical & pharmacy program covers approximately 3,600 regular, benefits-eligible employees and <65 retirees. The current dental program covers 2,600. SAW's benefit plan year runs from January 1 to December 31. Although there is no current vision program, SAW is considering offering voluntary vision effective 1/1/23. These coverages are currently out to bid and may change effective 1/1/23.

VBA Benefits Corporation (VBABC)

The Virginia Bankers Association Benefits Corporation (VBABC), a Virginia corporation, is a wholly-owned subsidiary of the Virginia Bankers Association ("VBA"), the trade association for the banking industry in Virginia. VBABC offers VBA employer members a program of group employee health benefits that VBA employer members may offer to their eligible employees and their dependents. Medical and dental plans are self-funded with contributions from the VBA members that participate. The Benefits Corporation maintains the VBA Group Medical and Dental Trust as a voluntary employees' beneficiary association (VEBA) to hold premiums and pay benefits from on behalf of participating members. VBA Benefits Corporation is the plan sponsor and plan administrator of the Plans as well as the trust sponsor of the Trust, which is considered a multiple employer welfare arrangement ("MEWA"). There is a second Trust, State Bankers Association Group Insurance Trust for the fully-insured benefit offerings, which include group voluntary vision. This Trust is overseen by VBABC in the same manner as the Group Medical and Dental Trust. The VBABC provides COBRA administration for all participating banks in medical, dental and/or vision plans and offers FSAs as an option on a bank-by-bank basis. One member bank outsources their retiree billing functions, currently handled by the COBRA administrator.

VBABC manages enrollment, eligibility and billing services via Bswift technology. VBABC currently serves approximately 70 members banks and their 8,000 employees/13,000 members. Vendor partners and carriers coordinate directly with VBABC as plan sponsor.

VBABC is currently seeking a new vendor partner to administer FSAs, COBRA and Retiree billing. The VBA medical plan partner is Anthem BCBS, RX is provided through RXB/ESI, Dental through Delta Dental, and Vision is provided through VSP. The current COBRA/Retiree billing administrator is NueSynergy, while FSA administration remains with LD&B until 1/1/23. Details regarding current participation in COBRA and FSAs are outlined in the exhibits that accompany this RFP.

For VBABC participants, FSA services and Retiree Billing will be effective on 1/1/23. For COBRA services, VBABC would like to consider an effective date of 9/1/22.

Virginia Private Colleges Benefit Consortium

Virginia Private College Benefit Consortium (VPCBC) was formed in 2010 offering Virginia Private Colleges Medical, Dental, and Vision Benefits on a self-insured basis as a MEWA. VPCBC sponsors FSA and HRA administration services, currently provided by LD&B. As part of the Consortium each College contracts on individual basis from the sponsoring administrator selected by VPCBC. COBRA services are currently provided by the VPCBC benefit administrator, Emyprean, and are not included in this RFP. VPCBC is

seeking a new partner to administer FSA and HRA for a 1/1/23 effective date. The VPCBC MEWA currently has 17 participating Colleges with approximately 4,000 benefit-eligible employees. A summary of the FSA/HRA plans for each College is provided in the data exhibit attached to this RFP.

II. PURPOSE:

The intent of this Request for Proposal (RFP) is to obtain proposals from qualified vendors for provision of administrative services to support the following benefit programs.

- Flexible Spending Accounts (FSA) Program to include Health Care, Limited Health Care and Dependent Care,
- Health Reimbursement Arrangements (HRA),
- Consolidated Omnibus Budget Reconciliation Act (COBRA) Administration, as well as
- Retiree Billing and Collection Services.

The employers and plan sponsors named below have elected to seek proposals through a single RFP instrument, but proposals should be prepared for each individual employer/plan sponsor, not on a combined basis. Service contracts will be awarded and issued on an individual basis. For each employer/plan sponsor soliciting bids, the specific services required, current plan design information, current carriers/vendors, as well as participation data are provided as part of this RFP. Marsh McLennan Agency (MMA) in Richmond, Virginia is issuing this request on behalf of the following employers/plan sponsors:

- The SAW Consortium (Staunton, Augusta, Waynesboro and Middle River Regional Jail Authority)
- Virginia Private Colleges Benefit Consortium (VPCBC), and
- VBA Benefits Corporation (VBABC)

For each of these individual entities (SAW, VBABC, VPCBC), the intent will be to enter into their own group (Consortium/MEWA) contract, with some or all members participating.

For the SAW Consortium, this is a cooperative RFP issued by the County of Augusta on behalf of the SAW Consortium members, for their respective requirements. Given this, the County of Augusta is acting solely as "Solicitation Agent" for those concerned and shall not be liable for any costs, damages, et cetera, incurred by any other employer in the event they separately enter into contract(s) outside a SAW Consortium contract.

For all three entities, the effective date for service contracts will be 1/1/2023. **Note: The VBABC would like to consider the implementation of COBRA administrative services with an effective date of 9/1/2022.**

The primary objective of this process is to engage with a Third Party Administrator with full knowledge, capability and resourcefulness to effectively administer:

- FSA and HRA Programs including eligible claims reimbursement, record keeping, enrollment services, participant education and communications in accordance with IRS guidelines;
- COBRA Administration in accordance with existing COBRA regulations, to include all aspects of administration, enrollment, recordkeeping, premium collection, communications and required notifications, and ongoing communication with established health plan vendors regarding beneficiary coverage eligibility; and,
- Retiree Billing and Collection Services to include billing, premium collection, recordkeeping and communications as well as Medicare eligibility tracking and notification to eligible retirees.

Please use the volume of the combined groups to offer competitive pricing, but with separate contracts and pricing exhibits for each organization. Each organization will interview finalists with dates selected by each of the sponsoring organizations in this RFP. Please provide pricing for each organization separately. MMA is working with these entities in a consulting role to review and make recommendations. Among the criteria to be used in evaluating the overall quality of each offeror will be the ability to provide accurate and efficient account administration and superior services.

III. STATEMENT OF NEEDS:

SAW, VPC and VBA seek a long-term partnership with an Offeror that has demonstrated the ability to provide assistance in effectively managing the administration of FSAs, HRAs, COBRA and Retiree billing and behalf of their membership.

1. Please quote the current and/or proposed services shown in Attachment B. Any deviations to the requested services must be included in your proposal.
2. Do not include commissions in your proposed fees.

The successful offeror shall perform all tasks under the resulting agreement in accordance with generally accepted standards and shall provide SAW, VPC and VBA with the best possible services, reporting, administrative and billing services and customer service associated with the industry.

A. COBRA ADMINISTRATION

1. Will the Employer have a dedicated account manager?
2. Do you have experience working with the Employers' current vendors/carriers?
3. Provide an implementation timeline.
4. How are qualifying events counted? (If an employee terminates and has four family members, is that considered one QE or five? How would the charges be calculated? Per employee per month, or per QE?)
5. What options does the Employer have to report Qualifying Events to you?
6. How is billing, collecting and reimbursing premium and premium equivalents to the Employer's carriers and service providers handled? Will you remit COBRA premiums directly to the carrier?
7. Do you keep the 2% COBRA administrative fee or return it to the Client?
8. How is the COBRA Notification Packet issued after a Qualifying Event?
9. Do you provide the Medicare Part D Notice with the initial COBRA notice?
10. What are the employee payment options? On-line? Check? Debit/Credit card? Do additional fees apply to any of these options?
11. Will you manage eligibility transactions directly with the carrier? If so, how are adds and terms reported to vendors?
12. Does your plan assume fiduciary liability for failure to notify employees or failure to appropriately follow COBRA regulations?
13. Do you agree to provide at least 180 days advance written notice of any change in fees? If not, what is the minimum days of advance notice you are proposing?
14. Describe all monthly reports available to each Client.
15. Do you collect and track eligibility and premium?
16. Do you issue premium billing statements?
17. Can you provide a monthly participant report?
18. Are all electronic transmissions of PHI, including eligibility files, authorizations, reports, etc., encrypted or sent via secure means? Which encryption methods do you support for emails and file transmissions? Please describe.
19. Do you provide telephonic customer service and benefit services through a toll-free number? What are the days and hours of availability (including holidays) for your customer service line?
20. Describe the assistance you will be able to provide with open enrollment (i.e. open enrollment materials, presentations, etc.). Please provide copies of all communication materials to COBRA participants as well as training materials to educate the HR personnel.
21. Does your firm have TDD or other capabilities to assist participants with disabilities?
22. Please describe the capabilities available on your website for employers.
23. Please describe the capabilities available on your website for employees.
24. Please describe the capabilities available on your mobile application for employees.
25. Describe the process used by your firm to comply with HIPAA, EDI, Privacy and Security requirements. Have you received external or independent certification regarding HIPAA compliance?

26. Describe your HIPAA EDI compliance solution relative to providing eligibility data to vendors.
27. Please provide three references for current clients that are similar to the Employer/Plan Sponsor. Please note that references will not be contacted unless you are determined to be a finalist and we receive permission from you to contact them.

B. FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

1. Will the Employer's/Plan Sponsor's HR team have a dedicated account manager?
2. Do you have experience working with current Employer/Plan Sponsor carriers/vendors?
3. What is the minimum lead-time needed for implementation? Provide an implementation timeline.
4. How are FSA reimbursement requests accepted (e.g., mail, fax, website, smart phone apps, text message)? Do you acknowledge receipt of reimbursement requests and if so, how?
5. If you have the capability to accept claim information through your website, can members start and finish the claim online without having to mail or fax the supporting documentation for substantiation?
6. What percentage of claims are auto-adjudicated?
7. What is your average turnaround time once a request is received?
8. Does your system have direct deposit capabilities?
9. Please describe your discrimination testing processes and potential solutions.
10. Explain briefly how your debit card system will ensure claim validity?
11. Describe when claims substantiation is required. What percentage of claims are automatically substantiated and require no additional back-up information? Are requests confirmed once substantiation is received? What mechanisms exist to eliminate the need to substantiate debit cards.
12. Describe how the employee is notified when substantiation is required.
13. Describe the type of documentation required for substantiation of claims.
14. Once a claim is substantiated, can documentation remain on record for future claims with the same provider and same product service?
15. How many attempts are made to obtain substantiation before the member debit card is suspended? Include the frequency.
16. Are you able to automatically reimburse (e.g., "streamlining" or "auto claim forwarding") medical and dental expenses that are not paid or covered under the medical and dental plans, such as copays, deductible, coinsurance?
17. Is an employee provided the option of receiving a debit card OR electing the "auto claim forwarding" option? Can you allow the employee both options?
18. Do you offer the ability for a member to "pay me" or "pay the provider" via the online portal?
19. Describe how you handle eligibility updates? Is this information entered manually, or is it updated with an electronic file transfer?
20. Do you provide the Client an online enrollment process for the Health FSA and DCAP?
21. Do you provide access to an online FSA store for members to use up the balance of the funds in their FSA?
22. Do you agree to provide at least 180 days advance written notice of any change in fees? If not, what is the minimum days of advance notice you are proposing?
23. Describe the reports and statements available to both the client and the individual participants and provide a sample of each. Describe any limitations associated with the statements. Are reports available on-line to download?
24. Do participants receive a statement with each disbursement? Do they receive periodic statements prior to year-end to indicate account balances available? In what format? Please provide samples.
25. How often and how soon after the end of the period are statements and reports produced?

26. Explain your quality control procedures, such as auditing of input, to ensure reporting accuracy.
27. Can reports be customized to meet specific participant or reporting needs? How are ad hoc reports supported by the system?
28. Do you provide telephonic customer service and benefit services through an 800 number? What are the days and hours of availability (including holidays) for your toll free customer service line?
29. Please explain your protocol if a check is lost in the mail or an employee has not received it after a fair waiting period.
30. Please provide a demo login for the Client and employee portal.
31. Please confirm that you provide notification to participants of balance remaining before year- end. How often do you remind employees of any remaining balance?
32. Describe the assistance you will be able to provide with open enrollment (i.e. open enrollment materials, presentations, etc.). Please provide copies of all communication materials to employees as well as training materials to educate the HR personnel. Include what services and communications are available to assist the Employers in promoting the FSAs to increase participation. Confirm your availability to participate in open enrollment meetings.
33. Describe and explain the standard banking arrangement and options you offer Clients.
34. Does your firm have TDD or other capabilities to assist participants with disabilities?
35. Please describe the capabilities available on your website for Clients.
36. Please describe the capabilities available on your mobile application for employees.
37. Describe the process used by your company to comply with HIPAA EDI, Privacy, and Security requirements. Have you received external or independent certification regarding your HIPAA compliance?
38. Describe your HIPAA EDI compliance solution relative to providing data to vendors.
39. Please provide three references for current clients and one terminated client that are similar to the Employers/Plan Sponsors included in this RFP. Please note that the references will not be contacted unless you are determined to be a finalist and we receive permission from you to contact them.

C. HEALTH REIMBURSEMENT ARRANGEMENT (HRA) ADMINISTRATION

1. Will the HR teams for the Employers/Plan Sponsors have a dedicated account manager?
2. What is the minimum lead-time needed for implementation? Provide an implementation timeline.
3. Explain your process for reimbursing claims through an HRA. What documentation is required from the employer and claimant?
4. Describe your appeal process for denied claims.
5. If a participant has both an FSA and HRA, which funds are exhausted first?
6. How are reimbursement requests accepted (e.g., mail, fax, website, smart phone apps, text message)? Do you acknowledge receipt of reimbursement requests and if so, how?
7. If you have the capability to accept claim information through your website, can members start and finish the claim online without having to mail or fax the supporting documentation for substantiation?
8. What is your average turnaround time once a request is received?
9. Does your system have direct deposit capabilities?
10. Please describe your discrimination testing processes and potential solutions.
11. Explain briefly how your debit card system will ensure claim validity?
12. Describe how the employee is notified when substantiation is required.
13. Describe the type of documentation required for substantiation of claims.
14. Do you offer the ability for a member to "pay me" or "pay the provider" via the online portal?
15. Describe how you handle eligibility updates? Is this information entered manually, or is it updated with an electronic file transfer?

16. Do you agree to provide at least 180 days advance written notice of any change in fees? If not, what is the minimum days of advance notice you are you proposing?
17. Describe the reports and statements available to both the client and the individual participants and provide a sample of each. Describe any limitations associated with the statements Are reports available on-line to download?
18. Do participants receive a statement with each disbursement? Do they receive periodic statements prior to year-end to indicate account balances available? In what format? Please provide samples.
19. How often and how soon after the end of the period are statements and reports produced?
20. Explain your quality control procedures, such as auditing of input, to ensure reporting accuracy.
21. Can reports be customized to meet specific participant or reporting needs? How are ad hoc reports supported by the system?
22. Do you provide telephonic customer service and benefit services through an 800 number? What are the days and hours of availability (including holidays) for your toll free customer service line?
23. Please explain your protocol if a check is lost in the mail or an employee has not received it after a fair waiting period.
24. Please provide a demo login for the Client and employee portal.
25. Please confirm that you provide notification to participants of balance remaining before year-end. How often do you remind employees of any remaining balance?
26. Describe the assistance you will be able to provide with open enrollment (i.e. open enrollment materials, presentations, etc.). Please provide copies of all communication materials to employees as well as training materials to educate the HR personnel. Confirm your availability to participate in open enrollment meetings.
27. Describe and explain the standard banking arrangement and options you offer Clients.
28. Does your firm have TDD or other capabilities to assist participants with disabilities?
29. Please describe the capabilities available on your website for Clients.
30. Please describe the capabilities available on your mobile application for employees.
31. Describe the process used by your company to comply with HIPAA EDI, Privacy, and Security requirements. Have you received external or independent certification regarding your HIPAA compliance?
32. Describe your HIPAA EDI compliance solution relative to providing data to vendors.
33. Please provide three references for current clients and one terminated client that are similar to the Employers/Plan Sponsors included in this RFP. Please note that the references will not be contacted unless you are determined to be a finalist and we receive permission from you to contact them.

D. RETIREE BILLING ADMINISTRATION

1. Will the HR teams for the Employers/Plan Sponsors have a dedicated account manager?
2. Does your firm have at least three (3) years of experience as an account manager for Retiree Billing clients?
3. What is the minimum lead-time needed for implementation? Provide an implementation timeline.
4. Verify that your firm will provide the Client(s) with written notice of any staffing changes among key members of its account team within fifteen (15) days of the change. Client(s) reserve the right to review and approve any such replacements. Client(s) may also at any time request a change in any member of its account team.
5. Provide technical guidance and administrative support to Client(s) regarding compliance with applicable federal laws, rules, and regulations.
6. Provide all data and records necessary to administer Retiree Billing and Collection Services to a new contractor within thirty (30) days of the Client's request upon termination or expiration of this Contract. Such transfer of data is to be made in a format mutually agreeable between the new Contractor and the Client.

7. Provide the Client(s) with an administrative manual including procedure guidelines, contact information and sample communication materials.
8. Describe the assistance you will be able to provide with retiree enrollment. Please provide copies of all communication materials to retiring employees as well as training materials to educate the HR personnel.

With regard to Retiree Billing, confirm your ability to provide the following administrative services:

9. Maintain accurate participant information (including Social Security numbers or other identifying numbers, enrollment dates, coverage election, participant addresses and eligibility).
10. Reconcile funds and prepare monthly accounting statements to Client's Benefits staff including revenues received, amount paid by member and expense detail.
11. Collect and maintain payment records from participants and provide payments to the Client with a premium remittance report on a monthly basis.
12. Mail notices, as necessary, regarding delinquent payments and payment deadlines to the homes of retirees in a timely manner.
13. Have the ability to collect premiums via ACH from participants' bank accounts.
14. Maintain a local or toll-free customer service number for participants including a 24-hour, integrated voice response system.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal along with one (1) electronic copy of the proposal via USB jump drive must be submitted to COUNTY OF AUGUSTA as a complete sealed proposal. One hard copy and one electronic copy must be a redacted version, excluding any proprietary or confidential information. Please also include Attachment C in Excel. No other distribution of the proposal shall be made by the offeror. Do not email the electronic file.

Note: Proposals for Virginia Private Colleges and Virginia Bankers Association are to be submitted electronically. Please refer to email instructions on Page 1 of this RFP.

2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in SAW 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 SAW. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. 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.
 - c. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
 - d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - e. Ownership of all data, materials and documentation originated and prepared for COUNTY OF AUGUSTA pursuant to the RFP shall belong exclusively to COUNTY OF AUGUSTA and be

subject to 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 protection of Section 2.2-4342 of the Virginia Public Procurement Act prior to or upon submission of the data or other materials to be protected and state the reasons why protection is necessary.

f. All costs of proposal preparation and presentation shall be borne by each offeror. SAW is not liable for any cost incurred by the offeror prior to issuance of a contract.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to SAW Consortium, VPCBC and/or VBABC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAW Consortium, VPCBC and/or VBABC will schedule the time and location of these presentations. Oral presentations are an option of SAW Consortium, VPCBC and/or VBABC and may or may not be conducted.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that SAW may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

Section 1	Offeror's Signature Page – RFP Title Page Proposal Signature Sheet Attachment A Contractor Data Sheet Restated RFP Statement of Needs, General Terms and Conditions and Special Terms and Conditions with your acceptance/deviations of each line item.
Section 2	Attachment C. Pricing and Administration Questionnaire (required to be completed by all offerors in Excel format)

V. **EVALUATION AND AWARD CRITERIA:** This section is in two parts. The first part, "Evaluation Criteria," explains how the proposals will be evaluated. The second part is the "Award of Contract" clause that states how the award will be made.

A. **EVALUATION CRITERIA:** Proposals shall be evaluated by SAW using the following criteria:

COBRA ADMINISTRATION Criteria	Assigned Value
Quality of administration and services	50
Cost	30
Offeror's credentials, quality of proposal, and overall responsiveness to RFP	20

FLEXIBLE SPENDING ACCOUNT ADMINISTRATION criteria	Assigned Value
Quality of administration and services	50
Cost	30
Offeror's credentials, quality of proposal, and overall responsiveness to RFP	20

B. **AWARD OF CONTRACT:** The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of 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, SAW committee or Purchasing Agent shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the Purchasing Agent, as appropriate, determine in writing and in their 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 County reserves the right to make multiple awards as a result of this solicitation.

C. The awarding authority for the contract resulting from this RFP shall be the SAW Consortium members' respective boards. Since this is a cooperative RFP (see Cooperative Placement language below) issued

by County of Augusta, on behalf of the SAW Consortium for their respective requirements, County of Augusta is acting solely as "Solicitation Agent" for those concerned and shall not be held liable for any costs, damages, et cetera incurred by any other employer as they separately enter into contract(s) with the successful offeror(s) to this solicitation. Separate contracts shall be entered into between the participating employers and the selected offeror(s) to this solicitation in accordance with each employer's purchasing policies and regulations. All contracts shall be in accordance with the laws of the Commonwealth of Virginia.

COOPERATIVE PROCUREMENT: This procurement is being conducted by the County of Augusta in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

VI. GENERAL TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS:

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the County of Augusta, on behalf of the Consortium employers for their respective requirements, unless otherwise specified in writing. Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting proposals. Procurement by the County is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and any revisions thereto. If an inconsistency exists, the VPPA Virginia Code sections take precedence.

1. **COMPETITION INTENDED:** It is the County's intent that this solicitation permits competition. It shall be the Offeror's responsibility to advise the Purchasing Assistant in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Assistant must receive such notification no later than three (3) business days prior to the deadline set for acceptance of the proposals.
2. **CLARIFICATION OF TERMS:** If any Offeror has questions about the statement of needs or other solicitation documents, the prospective Offeror should contact the Purchasing Assistant no later than three (3) business days prior to the date set for the opening of proposals. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Assistant. Oral or other interpretations or clarifications will be without legal effect.
3. **IDENTIFICATION OF PROPOSAL:** The signed proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS
BID NUMBER
TITLE OF REQUEST FOR PROPOSAL
BID DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (return address)

If a proposal is not addressed with the information as shown above, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Proposals may be hand delivered to the Finance Office prior to due date and time. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a proposal on the official County forms provided for that purpose shall be a cause for rejection of the proposal.
5. **LATE PROPOSALS:** Any proposal received at the Finance Office after the exact time specified for receipt of the bid is considered a late bid.

The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Offeror to ensure their proposal reaches the Purchasing Assistant by the designated date and hour. The County does not accept proposals delivered via USPS, FEDEX, UPS or other carrier deliveries on weekends, holidays or outside of our normal business hours of 8 a.m. to 5 p.m. Eastern Standard Time.

If the County closes its offices due to inclement weather, scheduled openings will be extended to the next business day, same time.

6. PROPOSAL OPENING: All bids will be opened at the time and place specified.
7. ADDENDA: By submitting a proposal, the Offeror certifies that (i) he has made due inquiry of the County as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his proposal; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his proposal based upon his failure to have received any one or more addenda.
8. MODIFICATION OF PROPOSALS: Unauthorized modification of, or any additions to any portion of the Request for Proposal may be cause for rejection of the proposal.
9. WITHDRAWAL OF PROPOSALS: An Offeror for a contract other than for public construction may request withdrawal of his bid under the following circumstances:
 - a. A written request for a withdrawal of a proposal or any part thereof will be granted if received by the County prior to the specified bid opening date and time.
 - b. Requests for withdrawal of proposal after opening of such bids but prior to award shall be transmitted to the Purchasing Assistant, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.
10. ERRORS IN BIDS: When an error is made in extending total prices, the unit price will govern. Erasures in proposals must be initialed by the Offeror. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the Bidder. Offerors are cautioned to recheck their proposal for possible errors. Errors discovered after public opening cannot be corrected.
11. PUBLIC INSPECTION OF OFFERORS: All submitted proposals, accompanying data, materials or documentation will become the property of the County and will be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F 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.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
12. TAX EXEMPTION: SAW is exempt from the payment of any federal excise or any Virginia sales tax. The bid price must be net, exclusive of taxes. Tax exemption certificates will be furnished by SAW on request.
13. BRAND NAME OR EQUAL ITEMS: Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. The County may consider other brands as substitutes if written evidence and other data submitted to the County by the vendor can satisfactorily substantiate equality. The County's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.
14. AWARD OR REJECTION OF BIDS:
 - a. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents
 - b. The County reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the County.

c. Notice of Award: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice on the Augusta County website and eVA for a minimum of ten (10) days.

15. STANDARDS OF CONTRACT: The County reserves the right to cancel and terminate a contract at any time, at the convenience of the County. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the County to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the County as of the date of termination.
16. AVAILABILITY OF FUNDS: Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, the County may terminate the contract without penalty, cost or damage payment.
17. NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER: Unless cancelled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds. The negotiation will be undertaken under conditions and procedures described in writing and approved by the Owner prior to issuance of the RFP.
18. INSURANCE: If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:
 - Automobile Liability Insurance: \$1,000,000 combined single limit
 - General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate
 - Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate
 - Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation ActWithin 15 days after Notice of Award, the Contractor agrees to furnish a Certificate of Insurance naming Augusta County as additional insured
All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better.
Insurance provided in response to this proposal shall not contain language that allows defense costs to be subtracted from amounts available as coverage to the County in the event of a claim, without alternative arrangements satisfactory to the County, to include a personal guarantee of the insured Contractor and a financial statement.
19. INDEMNITY: The contractor shall indemnify and hold harmless Augusta County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of Augusta County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of Augusta County or its officers, boards, commissions, agents or employees.
Augusta County will not indemnify the contractor.
20. PAYMENT TERMS: Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later.
21. CHANGES TO THE CONTRACT:
 - a. During performance of the contract, the parties may agree to modify the scope of the contract. Any 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.
 - b. The Owner 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 may include, but are not limited to, 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 Owner a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.

c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the Board of Supervisors.

22. **EMPLOYMENT DISCRIMINATION:** 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 contractor will 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 will be binding upon each subcontractor or vendor.

23. **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 in accordance with this chapter, 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.

24. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith-based organizations or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

25. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

26. **LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.

27. **COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.

28. **CONTRACT FORMATION:** The Contractor or successful Offeror agrees to sign a contract drafted or approved by the County Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Request for Proposal shall constitute the terms of the contract and no provision of any response, bid or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.

- 29. MODIFICATION: Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, Augusta County may declare a bid that attempts to do so disqualified, in its sole discretion.
- 30. ASSIGNMENT: The contractor shall not assign this contract without the prior written consent of Augusta County.

BIDDER/CONTRACTOR REMEDIES

- 31. PROTEST: Bidders may refer to §2.2-4357 through §2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.
- 32. APPLICABLE LAWS AND VENUE:
 - a. Any contract resulting from this solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Augusta County General District Court or Augusta County Circuit Court.
 - b. The Contractor shall comply with all applicable federal, state and local laws.
- 33. SEVERABILITY: In the event that any provision of these documents shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.
- 34. COOPERATIVE PROCUREMENT: This procurement is being conducted by the County of Augusta in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County Contract. The County assumes no responsibility for any notifications of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

VII. ATTACHMENTS:

Attachment	Name	Page #
A	Contractor Data Sheet	Page 19

Provided as separate file attachments:

Attachment	Name
B	Employer/Plan Sponsor Data
C	Pricing and Questionnaire – To Be Completed by Offeror

ATTACHMENT A: CONTRACTOR DATA SHEET

1. **QUALIFICATIONS OF BIDDER:** The Bidder shall have the capability and the capacity in all respects to fully satisfying all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: _____ Years _____ Months.
3. **REFERENCES:** Bidders shall provide three (3) references for which the company has provided specified goods/services of the same or greater scope within the last three (3) years. **County of Augusta cannot be a reference.**

1.	Customer Name:	Contact Name:	Contact Title:
Address:			Phone No.
			Fax No.

2.	Customer Name:	Contact Name:	Contact Title:
Address:			Phone No.
			Fax No.

3.	Customer Name:	Contact Name:	Contact Title:
Address:			Phone No.
			Fax No.

SUBMIT THIS FORM WITH YOUR PROPOSAL