

**RUTHERFORD COUNTY GOVERNMENT  
REQUEST FOR PROPOSAL  
ONLINE BENEFIT MANAGEMENT AND ENROLLMENT SYSTEM**



**Proposals to be Received by 4:00 p.m. Central Time  
11-Aug-15**

Submit Proposals to:  
County Mayor's Office  
Attn: Online Benefit System  
Courthouse Room 101  
One Public Square  
Murfreesboro, TN 37130

**LATE BIDS WILL NOT BE ACCEPTED**

The Purchasing Committee will open bids on August 11, 2015 at 4:30pm CST in Room 205 of the  
Historic Courthouse

**Rutherford County Government  
Request for Proposals  
ONLINE BENEFIT MANAGEMENT AND ENROLLMENT SYSTEM**

Table of Contents

Section I. Statement of Intent	3
Section II. RFP Timeline	3
Section III. Background	3
Section IV. General Conditions	6
Section V. Scope of Service	7
Section VI. Contract Requirements	11
Section VII. Instructions to Submitting Entities	15
Section VIII. Conditions to Bid	16
Submission Forms:	18
- Fee Proposal Form	
- Intent to Bid	
- Sub-Recipient Title VI Assurance	

**Rutherford County Government  
Request for Proposals  
ONLINE BENEFIT MANAGEMENT AND ENROLLMENT SYSTEM**

**I. STATEMENT OF INTENT**

Rutherford County Government request proposals to provide an integrated online benefit management and enrollment system capable of providing forms completion, confirmations, data exchange, reporting and deployment for employees 24 hours daily, 7 days per week. The proposed system must offer solutions for the Affordable Care Act tracking and reporting requirements. The system must be flexible in design, with a robust set of built-in plan modules and business rules with a simple interface that streamlines enrollment of core and voluntary benefits. The solution offered as part of this RFP response must be able to accept data feeds from the county payroll system which is leased from Local Government Data Processing Corp.

The proposal must provide a fully configurable web-based eligibility maintenance system based on the County's eligibility and business rules. It must have Client and employee self-service capabilities with highly flexible systems that receive and transmit data in multiple formats along with proven capability to integrate with Carriers, Client, brokers and additional Carriers as changed or added.

**II. RFP TIMELINE**

Availability of RFP.....	Wednesday, July 1, 2015
Intent to Bid due.....	Friday, July 17, 2015
Deadline for Questions to be Submitted .....	Tuesday, August 4, 2015
Proposals Due Date.....	Tuesday, August 11, 2015
Interviews with Finalists .....	Tuesday, September 1 - Thursday, September 3, 2015
Finalist Presentation to Insurance Committee .....	Thursday, September 24, 2015
Insurance Committee Recommendation presented to Budget and Finance Committee .....	Thursday, October 8, 2015
Recommendation to the County Commission.....	Thursday, October 15, 2015
Contract Start Date.....	Monday, February 1, 2016

This timetable is for the information of submitting entities. These dates are subject to change. However, in no event shall the deadline for submission of the Proposals be changed except by written modification from the Rutherford County Risk Management Department.

**III. BACKGROUND**

Approximately 5,950 employees, 500 retirees and over 150 COBRA eligible participants are eligible for benefits enrollment. The enrollment period for active employees is typically the last two weeks of October with retirees following thereafter. COBRA benefits will be managed by WageWorks effective January 1, 2016. We currently operate on a legacy system from ADP.

Benefit Plans offered include:

Medical, Dental, Vision and Prescription Drugs- CIGNA  
 Life and AD&D - Hartford  
 Flexible Spending Accounts - WageWorks (effective 1.1.16)  
 Voluntary Insurance Plans- Unum (effective 1.1.16) and Fidelity Life (LifeTime Benefit Term)  
 Employee Assistance Program- LifeServices  
 STD and LTD- CIGNA

Benefit Plan Enrollment as of 6/15/15

<b>MEDICAL</b>			
<b>Business Unit</b>	<b>Co-pay Plan</b>	<b>Deductible Plan</b>	<b>Health Reimbursement Account</b>
<u>ACTIVE EMPLOYEE:</u>			
County General	250	344	307
Highway	11	38	6
Board of Education	1169	1152	1512
Airport Authority	0	7	1
Community Care Nursing Home	8	73	19
<u>RETIREE:</u>			
Pre-65	56	103	2
Post-65		404	
<u>COBRA</u>			
	1	4	3

<b>VISION</b>	
<b>Business Unit</b>	
<u>ACTIVE EMPLOYEE:</u>	
County General	727
Highway	44
Board of Education	2871
Airport Authority	7
Community Care Nursing Home	0
<u>COBRA</u>	
	35

<b>DENTAL</b>			
<b>Business Unit</b>	<b>Option 1</b>	<b>Option 1-Buy-up</b>	<b>Option 2</b>
<u>ACTIVE EMPLOYEE:</u>			
County General	578	106	84
Highway	22	2	12
Board of Education	2581	423	215
Airport Authority	6	0	2
Community Care Nursing Home	80	4	3
<u>COBRA</u>	43	4	7

<b>HARTFORD LIFE ENROLLEES</b>					
		<b>Basic Life \$35k</b>			
	<b>BOE</b>	4506			
	<b>HWY</b>	56			
	<b>CO GEN</b>	1000			
	<b>AIRPORT</b>	10			
	<b>COMM CARE</b>	111			
		<b>EE SUPP LIFE</b>	<b>SPOUSE SUPP</b>	<b>BASIC SPOUSE</b>	<b>CHILD LIFE</b>
	<b>BOE</b>	1712	494	954	1185
	<b>HWY</b>	20	6	26	13
	<b>CO GEN</b>	636	222	339	404
	<b>AIRPORT</b>	9	2	6	3
	<b>COMM CARE</b>	49	18	31	31
<b>RETIREEES</b>					
	<b>Life Amount</b>	<b>Enrollees</b>			
	<b>\$10,000</b>	76			
	<b>\$25,000</b>	61			

<b>Plan</b>										
<b>Allstate: Critical Illness, Cancer and Accident</b>				<b>Fidelity: Lifetime Benefit Term Insurance with Long Term Care</b>				<b>CIGNA : Short Term Disability(STD)</b>		
<b>Bus Unit</b>			<b>Bus Unit</b>			<b>Bus Unit</b>				
BOE	358		BOE	155		BOE	1226			
Highway	5		Highway	3		Highway	16			
Co General	136		Co General	24		Co General	354			
<b>AFLAC: STD,Cancer,Intensive Care, etc</b>				<b>CIGNA Long Term Disability (LTD)</b>						
<b>Bus Unit</b>			<b>Bus Unit</b>							
BOE	67		BOE	4470						
Highway	0		Highway	56						
Co General	112		Co General	999						
<b>Flex Plans</b>										
	<b>FSA</b>	<b>773</b>								
	<b>DCA</b>	<b>61</b>								

**IV. GENERAL CONDITIONS**

-The following data is intended to form the basis for submission of Proposals.

-This material contains general conditions for the procurement process, the scope of service requested; contract requirements; instructions for submissions of Proposals; and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

-All materials submitted pursuant to this RFP shall become the property of Rutherford County. To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a contract is awarded. No information about any submission of Proposals shall be released until the process is complete. All information provided shall be considered in making a recommendation to enter into an agreement with the selected vendor. Information may not be used for any reason other than for completion of the RFP.

-Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Risk Management Director by the close of the business day on August 4, 2015** . Questions can be submitted by letter at 303 N. Church Street, Suite 201, Murfreesboro, TN 37130 or by email to [mstreet@rutherfordcountyttn.gov](mailto:mstreet@rutherfordcountyttn.gov). Rutherford County is not responsible for oral interpretations given by any Rutherford County employee, representative, or others.

-Rutherford County reserves the right to (a) accept or reject any and/or all submissions of Proposals; (b) to waive irregularities and technicalities; and (c) accept any alternative submission of Proposals presented which in its opinion, would best serve the interests of Rutherford County. Rutherford County shall be the sole judge of the Proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. Rutherford County also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information Rutherford County deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements certified by an independent CPA, verification of availability of equipment and personnel, and past performance records.

-Rutherford County desires a direct relationship with the submitting company. Any bid submitted should be net of commissions.

-All proposals must include completed and signed Sub-Recipient Title VI Assurance form, letter typed on the official letterhead of the submitting vendor, Intent to Bid form and Pricing Proposal Forms.

-All expenses for making submission of Proposals shall be borne by submitting entity.

-Rutherford County will require a demonstration of the proposed system during the evaluation process and to the Insurance Committee and other Committees as requested. Cowan Benefit works with the County on the open enrollment process. The proposing company must be agreeable to the involvement of Cowan Benefit in the RFP review and attendance at the system demonstration.

- The desired term of the contract is for three (3) years with one (1) year renewal options.

## **Section V. SCOPE OF SERVICES**

The scope of services, as may be modified through negotiation and/or by written addendum, shall be made a part of the Agreement. Through this RFP, it is specifically intended to procure the following:

An integrated online benefits enrollment system providing

- \* Member access for enrollment, changes and status information,
- \* Client access for update of data,
- \* Management of all data, individual records and member/Client transactions,
- \* Interface with Carriers and Client payroll system (Local Government Data Processing Corp),
- \* On-demand and scheduled reporting automatically generated to Client,
- \* Tracking and reporting fulfillment for the requirements imposed by the Affordable Care Act,
- \* Ongoing support and services through the duration of the contract,
- \* Pricing which provides for the most recent version of the system to be made available to Rutherford County within 90 days of submitting company deploying the new system version.

\* In addition to the aforementioned, Rutherford County would request pricing and details on optional system functionality including, but not limited to, COBRA, Flexible Spending Account, Health Savings Account administration, Total Compensation Statements and Dependent Verification Services to include employment verification for the working spouse eligibility provision in the County medical insurance program.

**SOLUTION REQUIREMENTS**

Circle the answer that describes the availability of the requested item in the solution you are proposing. Outsourcing of the listed item to a third party should be noted as an EXCEPTION and explained further.

**MEMBER ACCESS REQUIREMENTS**

1. 24/7 access to web based online benefit enrollment system available in both English and Spanish	YES	NO	EXCEPTION
2. Online and toll-free <u>multilingual</u> phone support for user questions on use of system including password changes	YES	NO	EXCEPTION
3. Single screen re-enrollment for existing benefits with minimal or no changes	YES	NO	EXCEPTION
4. Modeling component for calculation of Member payroll deductions under all enrollment options	YES	NO	EXCEPTION
5. Year round access for new hires or members with eligible status changes	YES	NO	EXCEPTION
6. Add/change beneficiary information	YES	NO	EXCEPTION
7. Add dependents	YES	NO	EXCEPTION
8. Unique user password option with system generated reminders when password can't be recalled by member	YES	NO	EXCEPTION
9. Password change option	YES	NO	EXCEPTION
10. View/print all correspondence. View/print current and pending member benefits information including Summary Plan Descriptions, enrollment history, claim filing or other plan forms, carrier contact information and other points of information for member	YES	NO	EXCEPTION
11. Edit/Update personal information	YES	NO	EXCEPTION

12. Printable confirmation on all enrollments and/or changes. Email follow-up confirmation	YES	NO	EXCEPTION
13. Auto-fill member screens with existing information such as address, phone number, email, benefit elections, etc.	YES	NO	EXCEPTION
14. Verify signature via PIN or digitized signature	YES	NO	EXCEPTION
<b><u>CLIENT SYSTEM REQUIREMENTS</u></b>			
15. Ability to track and notify client of new hires which have not completed their open enrollment within 14 days of being hired and after 30 days following start date.	YES	NO	EXCEPTION
16. Specific system requirements:			
A. Manage data for all members, including employees, retirees and COBRA participants	YES	NO	EXCEPTION
B. Provide for historical information related to all enrollments and/or changes started, completed, or attempted by member, personal data, beneficiary changes and other fields that can be changed by the employee	YES	NO	EXCEPTION
C. Provide default enrollment of new hires if member fails to enroll by deadline. Default enrollment will be defined by Client.	YES	NO	EXCEPTION
D. Provide default enrollment or disenrollment to existing plan selections if member fails to re-enroll by deadline.	YES	NO	EXCEPTION
E. Send enrollment deadline reminders to employees during open enrollment period as defined by Client.	YES	NO	EXCEPTION
F. Ability to transmit and receive data from County payroll system (Local Government Data Processing Corp)	YES	NO	EXCEPTION

G. Accommodate any combination of plan options, business rules, eligibility criteria and payroll deductions without restrictions	YES	NO	EXCEPTION
H. Remote backup storage and data restore testing	YES	NO	EXCEPTION
I. Automatic termination for over-age dependent benefit coverage; must allow for exception for disability exemption and different termination rules by product type	YES	NO	EXCEPTION
J. System generated letter to Member when benefit is terminated due to failure to provide documentation required for addition of a dependent	YES	NO	EXCEPTION
K. Track, report, and notify Member and/or Client for eligibility and changes in eligibility for:			
I. Age-banded eligibility rates	YES	NO	EXCEPTION
II. Age-based benefit reductions	YES	NO	EXCEPTION
III. Mid-year benefit changes based on newly attained age or salary change	YES	NO	EXCEPTION
IV. Over-age dependent termination	YES	NO	EXCEPTION
V. Disability exceptions to over-age terminations	YES	NO	EXCEPTION
VI. Pending eligibility status changes	YES	NO	EXCEPTION
VII. Pending eligibility for dependent verification documentation	YES	NO	EXCEPTION
VIII. Life changes	YES	NO	EXCEPTION
17. Generate annual Member benefit statement	YES	NO	EXCEPTION
18. Track, report and notify member and/or client for pending and past due items	YES	NO	EXCEPTION
19. Provide customizable data reports to	YES	NO	EXCEPTION

client, both on-demand and scheduled. (Attach a listing of standard reports available to your bid submission)			
20. Provide on-going training and support for Client staff through a dedicated account manager or and system support representative throughout duration of contract.	YES	NO	EXCEPTION
21. Provide Open Enrollment system support throughout the planning, implementation, execution and finalization of the open enrollment process.	YES	NO	EXCEPTION
22. Provide a system that is HIPPA compliant and security requirement compliant	YES	NO	EXCEPTION
23. Has your company ever had a security breach? If yes, provide details in EXECEPTION section	YES	NO	EXCEPTION

Please provide a response for the following:

Can your system support varied payroll deduction frequencies by product type such as monthly, semi-monthly, bi-weekly and tenthly? If yes, how?

How are students and unmarried dependents identified in your system?

Does your solution provide data and claim analytics? If so, please provide an overview. Clearly define if the solution is Member-focused or Client- focused.

How can your solution support wellness programs in the County?

Does your company offer a solution for COBRA, Flexible Spending Account, Health Savings Account administration, Total Compensation Statements and Dependent Verification Services (including working spouse provision)? If yes, please describe the services available below. Indicate if there is any involvement of a third-party relationship as part of your response.

**Section VI. CONTRACT REQUIREMENTS**

Submitting entities must be willing to sign a contract with the County which includes certain provisions, among which are the following:

The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the contract will prevail.

The contract will be administered by Rutherford County Department of Risk Management.

Invoices for services will be submitted to the County in accordance with the contract terms.

The relationship of contractor to the County will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the County.

The contractor shall not assign or transfer any interest in this contract without prior written consent of Rutherford County.

The successful proposer will be required to sign a contract with the County which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the County moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the County, its officers, employees and agents from any and all liabilities which may accrue against the County, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Contract or from Contractor's failure to perform this Contract using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the County, its agents or employees.

Contractor shall save, indemnify and hold the County harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the County alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the County; and Contractor shall assume and take over the defense of the County in any such claim, demand, suit, or cause of action upon written notice and demand for same by the County. Contractor will have the right to defend the County with counsel of its choice that is satisfactory to the County, and the County will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the County, such consent not to be unreasonably withheld or delayed. The County shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold County harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against County alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Contract.

The County may terminate this Contract at any time, with or without cause, by written notice of termination to the Contractor.

If Rutherford County terminates this Contract, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the County, and the County shall have no further or other obligations to the Contractor:

the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Contract had not been terminated.

Rutherford County may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any provisions of this Contract and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Contract is terminated in whole or in part for default, the County may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Contract. Contractor shall furnish Rutherford County with properly executed certificates of insurance which shall clearly evidence all insurance required by the County. All insurance must be underwritten by insurers with an A.M. Best rating of A or better. Such insurance shall be at a minimum the following:

A. Commercial General Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Contract or be no less than two times the occurrence limit. Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes Rutherford County, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the County, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the County, dedicated limits of liability for this specific project may be required.

B. Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the County, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

C. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and

employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the County.

D. Other Insurance Requirements. Contractor shall:

- Prior to commencement of services, furnish the County with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Rutherford County Risk Management, 303 N. Church Street, Suite 201, Murfreesboro, TN 37130.
- Provide certified copies of endorsements and policies if requested by the County in lieu of or in addition to certificates of insurance.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Rutherford County as a material breach of contract.
- Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the Rutherford County Risk Management Director who will consult with the County Attorney to review request.
- Require all subcontractors to maintain during the term of the Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the County without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial solvency.
- The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from work performed by Contractor for the County.

The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure. Before a contract is signed by Rutherford County, the submitting entity, if selected, must provide Rutherford County Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform Rutherford County of changes in its business name or location.

## **Section VII. INSTRUCTIONS TO SUBMITTING ENTITIES**

All proposals will be opened at 4:30 pm CST by the Purchasing Committee in Room 205 in the County Courthouse on August 11, 2015.

Please submit 3 paper responses (1 original and 2 copies) and include 1 electronic copy by 4:00 pm CST on August 11, 2015. The Pricing Proposal Form should be the first page seen when opening paper responses. All packets should be sent to:

County Mayor's Office  
Attn: Online Benefit System  
Courthouse Room 101  
One Public Square  
Murfreesboro, TN 37130

Proposals Format: Award of the contract resulting from this RFP will be based on the most responsive Vendor whose offer will be the most advantageous to the employees of Rutherford County Government in terms of cost, services, and other factors specified elsewhere in this RFP.

Any proposal received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposals delivered to Rutherford County on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the County.

### **Evaluation of Proposals:**

All qualified submissions received by the deadline will be analyzed by the Insurance Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of Proposals will be initially analyzed and judged according to the evaluation criteria below.

Vendors responding to this Request for Proposals shall be available for interviews consist with the Timeline given in this RFP. Any change to the timeline must be accommodated by the Vendor. Upon request, the Vendor must be present at the Insurance Committee, Budget and Finance Committee and County Commission meetings. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for Proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Insurance Committee during oral interviews, if any.

## Section VIII. CONDITIONS TO BID

Rutherford County requires all submitters to provide a response to all items/questions in this section. Describe any deviations of your proposal from the requirements of this RFP. Failure to list a deviation to any requirement constitutes Contract with that requirement.

Has your organization or parent organization been a defendant or named in a criminal lawsuit within the past five (5) years? If yes, you must state the outcome on separate company letterhead.

How frequently does new releases\updates occur? Please provide a listing of the changes made to your system in the last 12 months and define how they improved functionality.

Do you agree to provide Rutherford County and Cowan Benefit with a demonstration of your software during the evaluation process, at no cost, if requested?

Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its:

- a. Financial strength
- b. Number of year's experience providing the required services
- c. Status as a wholly owned subsidiary of a parent company (provide this information separately for all entities)

Does your company currently have any current or former client's who use Local Government Data Processing Corporation for their payroll processing? If yes, please provide the name of your client and their contact information.

How many clients did you have as of 1/1/2015?

What % of existing customers did you retain for 2014, 2013 and 2012?

Where is your largest population of clients domiciled?

Please provide two (2) current government clients and one (1) client who has terminated in the past twelve months. Please provide the client name, the company contact including title and their e-mail and phone number.

Is your organization bidding with partners? If yes, please identify partners in detailed response.

Who would be the assigned account team for Rutherford County? Please provide a bio for each and their role within your organization. Please include their work location and hours of operation.

Is your organization planning any major organizational changes that would affect the County in the first year of their contract with your organization?

What are your Top 3 competitive advantages in the marketplace?

What are your Top 3 competitive disadvantages in the marketplace?

If chosen as the vendor, how would you educate the member population regarding the use of your system? What would this training involve and through what avenues?

Provide an overview of how you would train the Client staff on the system. Define if the training would occur on-site or remotely. Define any limits to the number of trainings which would occur as part of your contract. Explain additional cost for training, if any.

What system requirements are required by your solution?

Provide a sample implementation project management plan given a start date of February 1, 2016. Outline key activities, work products and assumptions and deliverables for each state of the project. Include all requirements from the Client for implementation.

Provide a detailed description of how data would be transferred from the current platform to the new system. Include all requirements of client for implementation.

Describe the process the client would go through when there is a change in plan or carriers currently used.

Describe the process for new releases/update deployments.

Provide information on any cost associated with your solution that is not listed on the Pricing Proposal Form.

Provide additional information necessary about your company for the evaluation of your proposal.

This form should be provided as a separate sheet in your proposal and placed on the front of your paper bid, original and copies.

**PRICING PROPOSAL FORM**

**IMPLEMENTATION:**

ITEM	COST	TOTAL COST FOR ITEM
One-time set up fee		
Initial Implementation (per employee fee based on 6,500 employees/retirees)		
Travel and Training Cost		
Member communication expense		
Additional cost not previously specified (*provide details on service and cost)		

**\*Explanation of Additional Cost as noted above:**

**TOTAL COST FOR IMPLEMENTATION:** \_\_\_\_\_

**ANNUAL COST:** Annual cost calculations should be made based on the assumption of 6,500 PEPM in the total cost. If the cost is a per member per month cost, please specify.

ITEM	COST	TOTAL COST FOR ITEM
One-time set up fee		
Initial Implementation (per employee fee based on 6,500 employees/retirees)		
Travel and Training Cost		
Member communication expense		
Additional cost not previously specified (*provide details on service and cost)		

**TOTAL ANNUAL COST:** \_\_\_\_\_

**Rutherford County Government and Board of Education**

**ONLINE BENEFIT MANAGEMENT AND ENROLLMENT SYSTEM**

**Intent to Bid Submission Form**

Name of Company \_\_\_\_\_

Name of Authorized Person: \_\_\_\_\_

Signature of Authorize Person: \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Please return this form immediately upon review of these bid specifications and by the deadline of Friday, July 17, 2015.  
Only vendors who submit a letter of intent will be eligible for consideration.

(to be placed on company letterhead)

Sub-Recipient

Title VI Assurance

**(Sub-Recipient's Name)** assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from Rutherford County Government.

**(Sub-Recipient's Name)** further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not.

In the event **(Sub-Recipient's Name)** distributes Federal Assistance to a consultant, contractor, or subcontractor and other participants, **(Sub-Recipient's Name)** will include Title VI language in all written agreements and will monitor the consultant, contractor, or subcontractor and other participants for compliance. The **(Sub-Recipient's Name)** Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by 23 CFR 200 and 49 CFR 21.

As required by the contractual agreement, **(Sub-Recipient's Name)** will comply with the applicable laws and regulations relative to nondiscrimination in federally or state assisted programs of Rutherford County Government.

\_\_\_\_\_  
Administrative Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title VI Coordinator

\_\_\_\_\_  
Date

# Rutherford County Contracts

## CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on Rutherford County Project, Medical, Pharmacy, Dental and Vision Administration and Stop Loss Protection RFP, the undersigned states that he/she does not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin, or sex and if awarded a contract for this project, agrees in performance of work:

1. Not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin, or sex; and
2. To maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by Rutherford County;
3. Require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier subcontractors.

Contractor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

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