

MONTGOMERY COUNTY



Request for Proposal (RFP)# 19-31
for
Accidental Death, Disability and Medical Expenses Insurance
on behalf of
Montgomery County Fire and Rescue Association
Issue Date: February 7, 2019
Proposal Due Date and Hour: March 5, 2019 3:00 p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

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COUNTY OF MONTGOMERY, VIRGINIA
RFP # 19-31

ISSUE DATE: FEBRUARY 7, 2019
Accidental Death, Disability and Medical Expenses Insurance
(TO BE COMPLETED AND RETURNED)
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: hallhm@montgomerycountyva.gov

DUE DATE: Sealed Proposals will be received until **March 5, 2019**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

| | | | |
|--|------------|-------------------------------|---------------------------|
| Full Legal Name (print) | | Federal Taxpayer Number (ID#) | Contractor's Registration |
| Business Name / DBA Name / TA Name and Address | | Payment Address | Purchase Order Address |
| Contact Name/Title | | Signature (ink) | Date |
| Telephone Number | Fax Number | Toll Free Number | E-mail Address |

COUNTY OF MONTGOMERY
RFP# 19-31

Accidental Death, Disability and Medical Expenses Insurance

I PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Accidental Death, Disability and Medical Expenses Insurance on behalf of Montgomery County Fire and Rescue Association herein after referred to as “County.” The effective date of coverage will be July 1, 2019.

II BACKGROUND:

Montgomery County pays the benefits costs for the departments and squads shown below. The rescue squad members are covered by workers compensation so their benefit package is considerably different than the fire departments. The intention is that this program is the primary source of benefits for the fire departments. The squads and departments within the towns of Blacksburg and Christiansburg are covered for benefits by their respective towns.

The current program and minimum requirements are outlined in Section III. It is the intention of the County to offer a program similar to that currently in place. Any additional enhancements should be clearly shown but proposals should mirror the current program as closely as possible.

A. NAMED INSURED: Montgomery County Board of Supervisors, Montgomery County and the following:

- 1 Fire Companies
 - a. Elliston Volunteer Fire Department
 - b. Riner Volunteer Fire Department
 - c. Long Shop/McCoy Volunteer Fire Department

- 2 Rescue Squads
 - a. Long Shop/McCoy Volunteer Rescue Squad
 - b. Shawsville Volunteer Rescue Squad
 - c. Riner Volunteer Rescue Squad

B. ADDITIONAL INSURED: Board of Supervisors of Montgomery County and Montgomery County

C. CURRENT ANNUAL PREMIUM:
\$14,065 for Accidental and \$36,509.00 for Worker’s Compensation

III STATEMENT OF NEED:

The County needs the services of a Contractor that can provide the following or better services as outlined. **Previous** programs are in Attachment C.

NEED: PROGRAM OUTLINE similar to or exceeding what we currently have. See Attachment C. Offerors should show age limitations, benefit period limitations and exclusions. Offerors may also offer other benefit options i.e., plastic surgery benefits, coverage for athletic games, contests and social events. Benefit levels higher than those requested can also be proposed.

A. MINIMUM SPECIFICATIONS: Proposals should contain, **at a minimum**, the following:

- 1 Specimen policy forms with all exclusions shown.
- 2 Offeror=s Certificate of Insurance for Errors and Omission in the amount of \$500,000 per occurrence.
- 3 Details of no interest payment plans.
- 4 Details of dividend programs.
- 5 Areas of non-compliance with specifications.
- 6 It will be assumed that all proposals are severable unless otherwise noted.

B. QUARTERLY LOSS RUNS REQUIRED: The Contractor is required to submit quarterly loss runs to the County.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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 must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 19-31**

RFP Due date/Opening date and hour: **March 5, 2019, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manger will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. 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 will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. 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.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

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

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide four (4) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual Montgomery County has your permission to contact.
3. Offeror's organization data, including size and structure of the company, experience, and financial information.
4. Describe your method and plan for providing the service described herein (Section III).
5. Discuss the Offeror's location and primary contact person if awarded this contract.
6. Provide a price schedule for all prices that you would propose to charge under any contract resulting from this solicitation. Provide information about conveying price increases at the time the contract is negotiated for renewal.
7. Submit any other information that you believe is relevant in evaluating your proposal.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

Each proposal will be evaluated on the following criteria:

| | <u>EVALUATION CRITERIA</u> | <u>WEIGHT</u> |
|----|---|---------------|
| 1. | Financial security of the insurer. | 10 |
| 2. | Admitted vs. surplus lines. | 5 |
| 3. | Qualifications of agency staff. | 5 |
| 4. | Additional services provided by the agency. | 10 |
| 5. | Coverage, terms and conditions. | 10 |
| 6. | Experience in dealing with Virginia Volunteer Emergency Service organizations. | 30 |
| 7. | Price. | 30 |

VI RESERVATION OF RIGHTS: Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

- VII** **OPTIONAL PRE-PROPOSAL:** An optional pre-proposal conference will be held February 20, 2019 at 2:00 p.m. at 755 Roanoke Street, Suite 2C in the Purchasing Conference Room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. If you plan to attend the pre-proposal, please call Jessica Albert by February 19, 2019 at (540) 382-5784.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

VIII **CONTRACT ADMINISTRATION:**

Susan Dickerson, Financial and Management Services, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

- IX** **PAYMENT PROCEDURES:** The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Financial and Management Services
Attn: Susan Dickerson
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

- X** **CONTRACT PERIOD:** The initial term of this contract will begin July1, 2019. The initial term and the renewals will be negotiated. If a longer term contract period will affect our pricing, please address this in your proposal.

ATTACHMENT A

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

http://www.montva.com/departments/purch/downloads/rfp_general_terms_and_conditions.pdf

SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Montgomery County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
6. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
7. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
8. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

ATTACHMENT B

**COUNTY OF MONTGOMERY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 201__, by _____ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF MONTGOMERY:

By: _____ By:

Title: _____ Title: