

**REQUEST FOR PROPOSAL
PROPOSAL #0001-02-2019**

**To Provide Voluntary Worksite Benefits Program
For The
Western Tidewater Regional Jail Authority**

This is Western Tidewater Regional Jail Authority (herein referred to as Western Tidewater Regional Jail) Request for Proposal RFP No. 0001-02-2019, issued February 18, 2019.

The following services are **NOT** a part of this RFP:

- **Brokerage and consulting services** – These services will be provided by Western Tidewater Regional Jail's current employee benefit consultant. There is no role for any other broker or consultant in the delivery of these benefits and related services.

Western Tidewater Regional Jail is only accepting proposals from Worksite Benefit Carriers directly as we currently work with a Consultant that assists us in managing our employee benefit programs. Direct requests for information to **Laura Conway; Email: ConwayL@wtrj.org**. All questions should be sent via email. Laura Conway's phone number is 757-942-0529. Sealed proposals will be accepted prior to 3:00 P.M., April 30, 2019. Proposals received after the stated due date and time shall not be considered. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Division. Offerors are responsible for ensuring that a staff member stamp their submission by the deadline indicated. Should Western Tidewater Regional Jail be officially closed at the time the proposal is due or pre-proposal conference is scheduled, the proposal due date or pre-proposal conference date shall automatically be changed to the same time on the next day the Western Tidewater Regional Jail is officially open at that time.

A person authorized to bind the company in contractual matters must sign the proposal submission. Failure to comply with these requirements shall be cause for rejection of the proposal. Any proposal received after the announced time and date of opening, whether by mail or otherwise, will not be considered. Submission of proposals electronically or by facsimile will not be accepted.

Proposals must be submitted prior to the time, and on the date stated above to:

BY MAIL: OR BY EXPRESS MAIL:

Western Tidewater Regional Jail
Attn: Laura Conway
2402 Godwin Blvd.
Suffolk, Virginia 23434

PRE-PROPOSAL CONFERENCE

No pre-proposal Conference will be held for this procurement.

QUESTIONS ABOUT THIS SOLICITATION

All questions/requests for information shall be submitted in writing, addressed to: Western Tidewater Regional Jail, Purchasing Division, ATTN: RFP No. 0001-02-2019, 2402 Godwin Blvd. Suffolk, Virginia 23434 and to be assured consideration, shall be received prior to 12:00 NOON, April 15, 2019. Questions

may be submitted by email to **ConwayL@wtrj.org**. After reviewing any questions/requests submitted, Western Tidewater Regional Jail will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the Purchasing Division.

All proposed exceptions to this Request for Proposals, and any proposed changes to the contract documents or terms and conditions, are to be included in the proposal response in the separate section of the response identified on the line below. See Submission Requirements in this RFP for additional information.

Receipt of Addenda listed below is acknowledged and the proposal incorporates all requirements of these Addenda:

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

AUTHORIZATION TO TRANACT BUSINESS IN THE COMMONWEALTH:

1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the or as otherwise required by law.
2. A bidder or offer or organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its bid or proposal 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 of the Code of Virginia 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.
3. A bidder or offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by Western Tidewater Regional Jail.
4. Any falsification or misrepresentation contained in the statement submitted by the bidder/offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.
6. The Authority may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VIRGINIA STATE CORPORATION COMMISSION (SCC) - REGISTRATION INFORMATION

The offeror:

is a corporation or other business entity with the following SCC identification number:

- OR -

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

- OR -

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).

- OR -

is an out-of-state business entity that is including with this bid or proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

- OR -

bidder has not checked any of the foregoing options, but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia, and wishes to be considered for a waiver to allow submittal of the SCC identification number after the due date for bids.

Please indicate the type of business:

_____ Individual Trading Under Trade Name
_____ Individual Trading in Own Name _____ Partnership _____ Corporation
_____ Limited Liability Company

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Company, Corporation, or LLC: _____

Mailing Address: _____

Remittance Address (if different): _____

Signature: _____

Printed or Typed Name: _____ Date: _____

Title: _____ Email Address: _____

Phone: () _____ Fax: () _____

CONTACT INFORMATION (if different from above)

Printed or Typed Name: _____ Title: _____

Mailing Address: _____

Email Address: _____

Phone: () _____ Fax: () _____

1.0 GENERAL INFORMATION

1.1 Background:

- 1.1.1 Western Tidewater Regional Jail provides voluntary worksite benefits to their employees and eligible dependents. Approximately 165 employees are eligible for the voluntary worksite plans. Western Tidewater Regional Jail is issuing this RFP because Western Tidewater Regional Jail is interested in reevaluating the overall competitiveness of the current voluntary worksite programs.

Western Tidewater Regional Jail deducts payroll deductions the same month as the billing as due, thus payments to vendor will be made during the month billed not in advance.

Payroll deductions will be discontinued effective July 1st for any current carriers who are not selected through this competitive bid process. However, all employees and retirees with existing policies will of course be able to continue through direct payment to the carriers for those current policies.

1.2 Purpose of RFP:

The purpose and intent of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a contract for voluntary worksite insurance for Western Tidewater Regional Jail through competitive negotiation. Through this RFP Western Tidewater Regional Jail seeks proposals for voluntary worksite plans that maintains the competitiveness of benefits and assists Western Tidewater Regional Jail in attracting and retaining new employees. The primary objectives of this RFP are to work with a voluntary worksite carrier that:

- 1.2.1 Provides eligible employees and dependents with a quality and affordable plans.
- 1.2.2 Provides ease of administration for Western Tidewater Regional Jail.
- 1.2.3 Processes eligibility records accurately, efficiently, and timely and provides accurate billing on a timely basis.
- 1.2.4 Provides simplified communication resources.
- 1.2.5 Provides timely, responsive customer service to the plan members and to Western Tidewater Regional Jail.

2.0 SCOPE OF SERVICES

2.1 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary, either as reimbursable expenses under the Contract or as a service to be contracted for separately by Western Tidewater Regional Jail. Offerors are encouraged to provide additional services which will enhance their ability to meet Western Tidewater Regional Jail's objectives.

2.2 Western Tidewater Regional Jail may add or make changes to the Scope of Services of this RFP for services, as mutually agreed to and at a price mutually agreed upon, of a similar nature to those specified in the Scope of Services.

2.3 Minimum Services to be Performed:

2.3.1 Provide or make available high quality voluntary worksite benefits to employees and eligible dependents.

2.3.2 Allow an employee and their dependents to continue voluntary worksite coverage at the same group rate after they leave employment by paying the carrier directly.

2.3.3 Provide high quality, efficient program administration and services, including, but not limited to:

2.3.3.1 Maintaining central claims and membership files (including the identification number or other identifying number, dates of coverage, type of coverage, etc.) for each covered member.

2.3.3.2 Maintaining payment records.

2.3.3.3 Having the capability of wire transfer of funds, paying members directly, providing state-of-the-art data tracking and claims payment services.

2.3.3.4 Maintaining separate accounts or sub-groups as required by Western Tidewater Regional Jail.

2.3.3.5 Prepare and send bills to Western Tidewater Regional Jail monthly for their respective employees and eligible dependents. Western Tidewater Regional Jail deducts payroll deductions the same month as the billing as due, thus payments to vendor will be made during the month billed not in advance.

2.3.3.6 Provide the option of online services for eligibility, billing, enrollment, and member services.

2.3.3.7 Allow Western Tidewater Regional Jail to pay monthly premiums and other expenses as reflected in Western Tidewater Regional Jail's records (Western Tidewater Regional Jail may not pay as billed) or at Western Tidewater Regional Jail's choice Western Tidewater Regional Jail may self-bill. Western Tidewater Regional Jail will audit bills and eligibility records quarterly and allow the Offeror to audit records as necessary.

2.3.3.8 Demonstrate capability to communicate, enroll and administer Voluntary Worksite, programs at competitive cost to Western Tidewater Regional Jail.

2.3.3.9 Provide detailed data required by Western Tidewater Regional Jail's consultant to support annual strategies and other reports upon request. The data required is a detailed extraction of claims and eligibility information.

2.3.4 Administrative Requirements:

2.3.4.1 Provide an administrative procedure manual to Western Tidewater Regional Jail to be used to administer the program, including necessary forms and instruction.

2.3.4.2 Meet with Western Tidewater Regional Jail within ten (10) days after the notice of award date to review the voluntary worksite benefits, account administration, present the proposed

communication material, and to jointly establish a preliminary implementation plan, open enrollment program and schedule.

2.3.4.3 Furnish and deliver at no cost to each enrolled employee a Certificate of Coverage Outlining and defining all covered services, limitations and exclusions, schedule of benefits, and other plan information requirements. The initial booklet proof must be provided to Western Tidewater Regional Jail on a timely basis, but no later than September 1, 2019 in the initial contract year and as agreed upon in subsequent renewal years. Western Tidewater Regional Jail shall review and approve booklets prior to distribution. Booklets must be reprinted if changes are required.

2.3.4.4 Furnish sufficient copies of a detailed summary of benefits, limitations, and exclusions for each eligible employee during open enrollment periods

2.3.4.5 Provide Western Tidewater Regional Jail Insurance contracts, as well as any other contractual documents necessary to quote this coverage no later than fifteen (15) days after notice of award.

2.3.4.6 Provide open enrollment materials in hard copy and PDF format for internet and intranet posting.

2.3.5 Provide staff to participate in annual open enrollment meetings, periodic on-site orientation meetings for new employees, and health fairs.

2.3.6 Process paper and electronic eligibility and enrollments for Western Tidewater Regional Jail.

2.3.7 Provide employee on-line enrollment capability.

2.3.8 Assist with periodic evaluation and paper bill reconciliation.

2.3.9 Provide an update on future proposed rate increases each November (or earlier if requested by Western Tidewater Regional Jail) for the upcoming renewal.

2.3.10 Designate a primary, dedicated customer service contact responsible for resolving problems, answering claims, eligibility and coverage questions and administrative or billing issues, and expediting services related to overall performance of the contract.

2.3.11 Provide an organizational chart and list of contacts (with phone numbers, email addresses, departments, and titles) in relevant functional areas. Provide updates as changes occur.

2.3.12 Provide a systematic procedure for appeal of claims.

2.3.13 Resolve 90% of employee enrollment and billing discrepancies within one billing cycle.

2.3.14 Provide an eligibility report and/or monthly bill in Excel format including the following fields: Social Security Number (or other system generated number), Coverage tier, First and Last Names, Plan Option, Effective Date, and Premium Amount.

2.3.15 Provide a toll free customer service number, accessible beyond normal business hours (24 hour access preferred) for all services offered.

2.3.16 Western Tidewater Regional Jail requests that the Offeror's customer service representatives respond to questions and resolve claim issues/problems directly with members rather than referring the members back to Western Tidewater Regional Jail.

2.3.17 Complete the requested questionnaire included in this Request for Proposal. Questionnaire is to be provided in response Tab III.

2.4 **Proposed Plan Design:**

The Offeror is requested to submit a proposal for Personal Accident Indemnity, Cancer Indemnity, and Specified Health Event/Critical Care, Short Term Disability, Universal Life, Whole Life and Term Life. Wellness and rider benefits are to be included in quotes. Additionally, Offerors are encouraged to provide "other options" the Offeror believes will best meet Western Tidewater Regional Jail's objectives. Western Tidewater Regional Jail reserves the right to unbundle any specific product.

2.5 **Transfer of Data and Records:**

The Offeror shall agree that in the event of termination or expiration of the contract, all data and records shall be transferred to the new contractor within thirty (30) days of Western Tidewater Regional Jail's request. Such transfer shall be accomplished either electronically or by paper.

3.0 **PLAN SPECIFICATIONS**

This section outlines the specifications for the requested plans and funding arrangements and outlines the current eligibility, dependent age limits, and contribution for the voluntary worksite program.

3.1 Western Tidewater Regional Jail –

Regular full-time and part-time employees are eligible to participate in the plan on the first day of the month following date of hire or becoming benefit eligible. Full-time employees are those scheduled to work at least 40 hours per week.

3.2 Current Dependent Age Limits: To the end of the year in which the dependent turns age (26).

3.3 Current Employer Contributions: Western Tidewater Regional Jail offers the voluntary worksite program as a voluntary program. Employees are required to pay 100% of the cost of their coverage. There is no Group contribution.

4.0 RATE REQUIREMENTS

4.1 The rates should be provided in Tab II of your proposal and based upon the employee census provided in Appendix D of this Request for Proposals (RFP).

4.2 Please provide rates as follows:

- 4.2.1 All rates must be guaranteed for a twelve (12) month period. Multi-year rate guarantees are requested and will be an important consideration in the evaluation process. All guarantees should be expressed and/or explained in your Rates Exhibits Response Tab II.
- 4.2.2 Your rates exhibit should outline the monthly premium rates being offered for all products. If benefits reduce or rates increase due to age, your rate quotation should reflect these changes.
- 4.2.3 Any requirements for minimum participation shall be fully disclosed on your Rates Exhibits. Please clearly indicate where no participation requirements apply.
- 4.2.4 Please provide rates including commissions and provide the commission percentage by product. Please confirm your standard commission paid to consultants for the voluntary worksite products

5.0 PROPOSALS

5.1 Submission Requirements:

- 5.1.1 An original, so marked, and six (6) copies, so marked, for a total of seven (7) copies of your proposal document are required. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the outside of the envelope. Offerors are responsible for having their proposal submitted to Western Tidewater Regional Jail staff before the deadline for receipt of proposals. Western Tidewater Regional Jail will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, Western Tidewater Regional Jail will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for Western Tidewater Regional Jail to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- 5.1.2 Use of Information and Documents:
Western Tidewater Regional Jail and their officials, employees and agents will copy and use the response of the Offeror and documents included with the response, for various purposes related to analysis, evaluation, and decision to award a contract. Proposals shall be the property of Western Tidewater Regional Jail. Following award Western Tidewater Regional Jail may be required to allow inspection and copying of documents, and may also use the Offerors documents in connection with any resulting contracts with that Offeror. The Offeror is responsible for obtaining any necessary authorizations for all such use of the documents and information, and for assuring that such copying and use is in conformance with laws related to trademarks and copyrights. Any documents or

information for which the Offeror has not obtained such authorization, or for which such copying and use is not authorized, shall not be submitted. The undersigned Offeror agrees to indemnify, defend and hold Western Tidewater Regional Jail, their officials, employees and agents harmless from any claims of any nature, including claims arising from trademark or copyright laws, related to use of information and documents submitted with the Offeror's response.

5.1.3 Trade Secrets or Proprietary Information:

5.1.3.1 Ownership of all data, documentation, and materials originated and prepared for the Western Tidewater Regional Jail pursuant to this RFP shall belong exclusively to Western Tidewater Regional Jail and shall 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 inspection under this Act.

5.1.3.2 To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

5.1.3.3 If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY" prominently displayed on the cover.

5.1.4 Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.

5.1.5 Western Tidewater Regional Jail's proposed contract documents and this Request for Proposals contain terms and conditions Western Tidewater Regional Jail favors and intends to use for the resultant contract. If the Offeror wishes Western Tidewater Regional Jail to consider any changes to these documents, such changes must be submitted as part of the Offerors proposal. Any Contractor receiving a contract award shall be required to execute a contract in substantial compliance with the County's standard contract and will be required to furnish all other required contract documents including tax identification or social security number within fifteen days after receipt of notification that the contract is ready for signature; otherwise, Western Tidewater Regional Jail may award the contract to another Offeror.

5.1.6 Proposals having any erasures or corrections must be initialed by the Offeror in ink.

5.1.7 Western Tidewater Regional Jail will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal.

5.2 Format and Content:

5.2.1 The proposal should address the items included in the Scope of Services and in the Criteria for Proposal Evaluation. Proposals should provide straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal

should be bound with all documentation in a single volume if practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

5.2.2 Offerors should organize their proposals using the following format:

5.2.2.1 Title Sheet: Furnish the information requested on the REQUEST FOR PROPOSALS TITLE PAGES (Pages 1. and 2.) of this solicitation and include it as the first two pages of your proposal. The name stated on the Title Sheet, page 2 must be the full legal names of the Offeror and the address must be that of the office which will have the responsibility for the services provided. Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.

5.2.2.2 Offerors are required to submit the following items as a complete proposal:

	Title Page
TAB I	Executive Summary Offeror’s Ability to Meet Scope of Services Project Methodology Project Schedule Experience of the Offeror References
TAB II	Description of Coverage Quoted Provide list of Limitations and Exclusions Rates Exhibits and Deviations
TAB III	Questionnaire Responses
TAB IV	Annual Reports and Financial Statements
TAB V	Sample Management Reports and Documents
TAB VI	Sample Documents and Communication Materials
TAB VII	Sample Contracts for each Benefit Proposed

5.2.3 Project Methodology: Provide a complete description of the proposed methodology for completion of this project.

5.2.4 Project Schedule: Provide a time line and schedule for completion of this project, highlighting critical points in the process.

5.2.5 Experience of the Offeror and the Project Team: Include a brief statement of the Offerors experience in providing the services stated in the Scope of Services. This statement should include specifics as to experience with providing insurance benefits. If subcontractors or special consultants will be used, they should be identified and their qualifications included in the proposal. Include experience of key individuals assigned to this project, emphasizing their experience in working with similar projects and local governments and Regional Jails. List key professional staff to be assigned work under the contract and describe their experience as project team members. Show only experience directly related to their assigned duties under the proposed project. List team member’s names and titles in the listed project, project title, brief project

description, year completed and name, address, and phone number of the client. Include resumes of key personnel and subcontractors.

5.2.6 References: Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person Western Tidewater Regional Jail may contact. Include three references from active clients and three references from inactive clients.

5.2.7 Insurance:

5.2.7.1 The proposal should address the insurance coverage of the Offeror. A sample insurance certificate submitted as part of the proposal is the preferred method of indicating coverage. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at Western Tidewater Regional Jail's request, certified copies of insurance policies evidencing that the required insurance is in effect, shall be provided to Western Tidewater Regional Jail prior to award of the contract, and within seven days of any written request a certificate, and for each year for five years after Final Payment for the Work with respect to products and completed operations liability.

5.2.7.2 The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to Western Tidewater Regional Jail, as will protect itself and Western Tidewater Regional Jail from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability (if required by statute), Commercial General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability), Business Auto Liability, and Professional Liability Insurance. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. Insurers should have a rating of "A-", Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by Western Tidewater Regional Jail. Applicable insurance policies should be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until 30 days prior written notice has been given to Western Tidewater Regional Jail. Western Tidewater Regional Jail, agents and employees should be named as additional insureds on the Contractor's Commercial General Liability insurance.

5.2.8 Other Information: Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection. Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from Western Tidewater Regional Jail in addition to general assistance.

6.0 CRITERIA FOR PROPOSAL EVALUATION

Description	Weight
Plans/Benefits Offered	35%
Rates	30%
Quality of Administration and Services	25%
Offeror's Credentials	10%
TOTAL	100%

7.0 METHOD OF AWARD

Following evaluation of the written proposals as submitted, Western Tidewater Regional Jail shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror or to multiple Offerors should Western Tidewater Regional Jail decide this to be in their best interest. Should Western Tidewater Regional Jail 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.

8.0 CONTRACT TERM AND TERMINATION

The initial term shall be July 1, 2019 through June 30, 2024. The offeror shall give Western Tidewater Regional Jail written notice of its intention to terminate the contract, at least 120 days prior to the proposed termination of the Contract. See Paragraph 10.5 of the General Terms and Conditions for the termination provisions.

9.0 SPECIAL TERMS AND CONDITIONS

In the event there is a conflict between the Special Terms and Conditions in this section and the General Terms and C elsewhere in this solicitation, these Special Terms and Conditions shall apply.

9.1 This solicitation is a cooperative procurement issued on behalf of Western Tidewater Regional Jail.

Section 2.2-4304 Code of Virginia (VPPA) will apply to this solicitation. Other Public Bodies may utilize any contract(s) issued pursuant to this solicitation by placing its own order(s) directly with the successful offeror(s). WTRJ acts only as the issuing agent and is not responsible for placement of orders, payment or discrepancies of other participating Public Bodies.

9.2 Contractor Certification Relating to Background Checks

9.2.2 Western Tidewater Regional Jail: The Contractor shall provide written certification that states that no employee or representative of the Contractor, who will have direct contact with inmates while on JAIL property during regular business hours or during JAIL sponsored activities, has been convicted of a felony or any serious misdemeanor offense. The certification form attached as APPENDIX A – Attachment 3 shall be submitted with the proposal.

10.0 GENERAL TERMS AND CONDITIONS

10.1 Audit:

10.1.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, Western Tidewater Regional Jail, shall have unlimited access to, and the right to audit; the books, records and documents of the Contractor during the Contractor's normal working hours. There shall be no fees or costs charged to the Regional Jail by the Contractor for any such audit activities.

10.1.2 The Contractor shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee Western Tidewater Regional Jail's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to Western Tidewater Regional Jail. Should the Contractor fail to ensure Western Tidewater Regional Jail's rights under this section, the Contractor shall be liable to Western Tidewater Regional Jail for all reasonable costs and expenses Western Tidewater Regional Jail may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

10.2 Certifications:

10.2.1 By submitting its proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with Western Tidewater Regional Jail.

10.2.2 By submitting its proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

10.3 Compliance with All Requirements: The Contractor shall comply with and provide all deliverables in compliance with all applicable Federal, State and local laws and regulations.

10.4 Contract Changes: Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. Western Tidewater Regional Jail will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

10.5 Contract Termination:

10.5.1 Unless specified otherwise, any resultant contract may be terminated by Western Tidewater Regional Jail, in whole or in part, whenever Western Tidewater Regional Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

10.5.2 If funds are not appropriated for this contract for any fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination

pursuant to this section shall not be considered a contract default, and Western Tidewater Regional Jail shall not be liable for future payments or for cancellation or termination charges.

10.6 Contractor Registration/ Licensure: If required in order to perform any of the work in this Request, the Offeror certifies that the Offeror has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the *Code of Virginia* and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, Virginia Board for Contractors in granting the License or Certificate and classifications.

10.7 Contractual Claims: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to Western Tidewater Regional Jail, 2402 Godwin Blvd. Suffolk, Virginia 23434 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. Western Tidewater Regional Jail shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of Western Tidewater Regional Jail by providing written notice to Western Tidewater Regional Jail, within 15 days of the date of the decision. Western Tidewater Regional Jail shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to Western Tidewater Regional Jail no later than 30 days following the conclusion of the work or delivery of the goods.

10.8 Damage to Property: The Contractor shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the CONTRACT. The Contractor shall repair to proper working order or replace, to Western Tidewater Regional Jail's satisfaction, any property damaged directly or indirectly by its actions or omissions.

10.9 Drug Free Workplace: (*Code of Virginia* § 2.2-4312) This provision only applies to contracts valued in excess of \$10,000

10.9.1 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.

10.9.2 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.

10.10 Employment Discrimination: (*Code of Virginia* § 2.2-4311) This provision only applies to contracts valued in excess of \$10,000

10.10.1 During the performance of this contract, the contractor agrees as follows:

10.10.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.

10.10.1.2 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.

10.10.1.3 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.

10.10.1.4 The contractor will include the provisions of the three subparagraphs immediately preceding in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10.11 Employment of Unauthorized Alien: The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

10.12 Ethics in Public Contracting:

10.12.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this County.

10.12.2 The provisions of this section supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

10.13 Extension of Contract Term: The Regional Jail's Purchasing Division, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

10.14 Faith-based Organizations: In compliance with VA Code Section 2.2-4343.1, the County, including each of its individual members, does not discriminate against faith-based organizations.

10.15 Financial Statements:

10.15.1 Any entity responding to this solicitation, and the vendor or contractor chosen as a result of this solicitation, by submission of a response to this solicitation, agrees to provide Western Tidewater Regional Jail, within 10 calendar days of Western Tidewater Regional Jail's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with Western Tidewater Regional Jail. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is complete and is the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to Western Tidewater Regional Jail, and Western Tidewater Regional Jail shall be under no obligation to return the financial statement(s).

10.15.2 The vendor or contractor chosen as a result of this solicitation shall require this same provision to be included in the contracts of all subcontractors and any other entities providing any services related to the Western Tidewater Regional Jail contract, so as to guarantee the Western Tidewater Regional Jail's rights to obtain financial statements. Should the vendor or contractor fail to ensure the Western Tidewater Regional Jail's rights under this section, the vendor or contractor shall be liable to Western Tidewater Regional Jail for all reasonable costs and expenses Western Tidewater Regional Jail may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

10.16 Indemnification: To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify Western Tidewater Regional Jail and employees from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

10.17 Independent Contractor: The Contractor is an independent contractor and nothing contained in the CONTRACT shall constitute or designate the Contractor or any of its agents or employees as employees of the Western Tidewater Regional Jail.

10.18 Licenses and Permits: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to including software licenses or other intellectual property permissions, unless otherwise specified by the Western Tidewater Regional Jail.

10.19 Notification: Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to Western Tidewater Regional Jail shall be given to Western Tidewater Regional Jail, 2402 Godwin Blvd. Suffolk, Virginia 23434. The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

10.20 Ownership of Documents:

10.20.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of Western Tidewater Regional Jail, become Western Tidewater Regional Jail property and shall be delivered to and remain the property of Western Tidewater Regional Jail upon completion of the work or termination of the Contract. Western Tidewater Regional Jail shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

10.20.2 If requested, any documents or other materials provided to the Contractor by Western Tidewater Regional Jail shall be returned to Western Tidewater Regional Jail upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor in order to supply the products or services contracted for shall become the property of Western Tidewater Regional Jail and shall be sent to Western Tidewater Regional Jail upon delivery of the final products and/or services unless otherwise requested by Western Tidewater Regional Jail. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

10.21 Payment for Services: Payments to the Contractor shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms

are specified in the CONTRACT. Backup documentation for each invoice shall be provided in detail satisfactory to Western Tidewater Regional Jail. The Contractor's records and documentation supporting such invoices shall be made available to Western Tidewater Regional Jail upon reasonable request. The Contractor agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

10.22 Payments to Subcontractors: (*Code of Virginia § 2.2-4354*)

10.22.1 The Contractor shall, within seven days after receipt of any payments from Western Tidewater Regional Jail pursuant to the resultant Contract, either:

10.22.1.1 Pay the subcontractor for the proportionate share of the total payment received from Western Tidewater Regional Jail attributable to the goods or services provided by the subcontractor; or notify Western Tidewater Regional Jail, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to Western Tidewater Regional Jail shall be given to: Western Tidewater Regional Jail, 2402 Godwin Blvd. Suffolk, Virginia 23434.

10.22.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from Western Tidewater Regional Jail for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.

10.22.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

10.22.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of Western Tidewater Regional Jail.

10.22.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

10.22.6 When so requested by Western Tidewater Regional Jail, the Contractor shall: (i) individual contractors shall provide their social security number and (ii) proprietorships, partnerships, corporations, and Limited Liability Companies shall provide their federal employer identification number.

10.23 Precedence of Documents: The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offerors response to the Request for Proposals.

10.24 Rejection and Award of Proposals: Western Tidewater Regional Jail reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors if so stated. A Notice of Contract Award for this solicitation shall be posted on a bulletin board outside Western Tidewater Regional Jail for a period of at least 10 calendar days. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor unless so stated in the Request for Proposals. Western Tidewater Regional Jail reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in its best interest. If this is a cooperative procurement, each entity referenced may award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interests.

10.25 Royalty and License Fees and Copyright, Trademark and Patent Protection: In submitting its proposal, the Offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or

selling the commodities or services to be ordered as a result of this Request. Unless specified otherwise in the CONTRACT, the Offeror shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless Western Tidewater Regional Jail from any cost, expense, damage or loss incurred in any manner by Western Tidewater Regional Jail on account of such alleged infringement.

10.26 Severability: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

10.27 Subcontracting And Assignment Of Work:

10.27.1 The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of Western Tidewater Regional Jail. A description of any work the Contractor proposes to subcontract shall be submitted to Western Tidewater Regional Jail for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to Western Tidewater Regional Jail for all work performed by any subcontractor or special consultant.

10.27.2 Western Tidewater Regional Jail will, during the term of this Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the Contractor. If Western Tidewater Regional Jail reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to Western Tidewater Regional Jail in a timely manner and at no additional cost to Western Tidewater Regional Jail. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

10.28 Taxes: Western Tidewater Regional Jail is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by them for their use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between Western Tidewater Regional Jail and the Contractor, as the taxes shall be an obligation of the Contractor and not of the Western Tidewater Regional Jail, and Western Tidewater Regional Jail shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

ISSUED BY:

Ms. Laura Conway

Western Tidewater Regional Jail

2402 Godwin Blvd.

Suffolk, VA 23434

PH: (757)539-3119

FX: (757) 539-6409

Email: ConwayL@wtrj.org

APPENDICES

Appendices – All to be completed by vendor and returned with Request for Proposal

Appendix A – Attachment 1 - Sample Contract (Not to Be Returned with Proposal Response)

Attachment 2 - Insurance

Attachment 3 - Contractor Certification Relating to Background Checks

Appendix B – Questionnaire

Appendix C – Deviations Exception Exhibit – Please Provide written confirmation of any deviations from scope of services or general terms and conditions provided in this solicitation.

Attachments – Demographic Information Only

Appendix D – Census

APPENDIX – A; Attachment 1

SAMPLE FORM CONTRACT

Title

THIS CONTRACT is entered into insert date, 2019, by Western Tidewater Regional Jail Authority, and Name of Contractor, (“the Contractor”).

The parties agree that in consideration of the attached Fee Schedule, the Contractor will perform all services and deliver all goods in accordance with the requirements described in solicitation RFP No. 0001-02, dated July 1, 2019.

Contract documents, in addition to this CONTRACT and Western Tidewater Regional Jail Authority’s solicitation number RFP No. 0001-02-2013, are Attachment A – Fee Schedule, Attachment B – Insurance, and the solicitation response of the Contractor, dated insert date, 2019.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

In the event of conflict among the provisions of the contract documents, the order of precedence shall be the order listed above.

Western Tidewater Regional Jail Authority agrees to make payment to the Contractor for goods and services as follows: Payments to the Contractor shall be made within 60 days after receipt of an approved invoice for services provided in the previous month.

The signatures of the parties or their authorized representatives are set out below in acknowledgment of this agreement.

WESTERN TIDEWATER REGIONAL JAIL

Date _____

By: _____ (SEAL)
William C. Smith
Superintendent

NAME OF BUSINESS

Date _____

By: _____ (SEAL)
Signature (President or vice-president must sign
or evidence of authority must be provided.)

Typed or Printed Name

Title

APPENDIX – A; Attachment 2
INSURANCE REQUIREMENTS

The Contractor shall have in force at least the minimum insurance coverage stated below during the performance of service under this CONTRACT:

A. Workers' Compensation and Employers' Liability: as required by Virginia law

- | | |
|------------------------------|----------------|
| (1) Each Accident: | \$1,000,000.00 |
| (2) Disease - Policy: | \$1,000,000.00 |
| (3) Disease - Each Employee: | \$1,000,000.00 |

B. Commercial General Liability with limits as follows:

- | | |
|------------------------------------|----------------|
| (1) General Aggregate: | \$1,000,000.00 |
| (2) Products - Comp/Op Aggregate: | \$1,000,000.00 |
| (3) Personal & Advertising Injury: | \$ 100,000.00 |
| (4) Each Occurrence: | \$ 100,000.00 |
| (5) Medical Expense: | \$ 100,000.00 |

C. Business Auto Liability with limits as follows:

- | | |
|----------------------------|----------------|
| (1) Combined Single Limit: | \$1,000,000.00 |
|----------------------------|----------------|

APPENDIX – A; Attachment 3

CONTRACTOR CERTIFICATION RELATING TO BACKGROUND CHECKS
WESTERN TIDEWATER REGIONAL JAIL

I, _____, _____
[Name] [Title]

of/for _____, certify to the Western Tidewater Regional Jail
[Contractor]

that no representative or employee of _____ who will
[Contractor]

provide services under this contract, and who will have direct contact with inmates on

Western Tidewater Regional Jail property during regular business hours or during Western
Tidewater Regional Jail-sponsored activities has been convicted of a felony or any serious
misdemeanor offense.

I understand that I can be found guilty of a Class 1 misdemeanor for making a
materially false statement in this Certification of Contractor and that a conviction for making
materially false statement in this Certification of Contractor shall be grounds for the
revocation of my firm or business's contract with Western Tidewater Regional Jail.

[Date]

[Signature]

[Title]

[Contractor]

APPENDIX – B

QUESTIONNAIRE

The following questionnaire will assist Western Tidewater Regional Jail in evaluating the quality of benefits being offered to employees as well as assist in the evaluation of the financial and contractual information requested of the Offeror. An Offeror’s evaluation score will not be adversely impacted if a specific question does not apply.

A. INSTRUCTIONS

1. This questionnaire is provided using Microsoft Word. This file may be used by each Offeror in completing the responses to this section; however, the completed response to this section must include a hard copy.
2. Answer each question clearly and concisely.
3. If specific products are proposed answer questions that apply to your quoted product only.
4. Each response must immediately follow the respective question. All questions and responses shall be numbered/labeled exactly as in this Questionnaire.
5. If the Offeror is unable to answer a question or the question does not apply, the Offeror shall indicate why.
6. If the Offeror is unwilling to disclose particular information in a question, the Offeror shall indicate why.
7. Responses to the Questionnaire should be submitted in written hard copy, Tab III, per the instructions in Proposal Contents 5.2.
8. Samples of documents requested in the Questionnaire should be labeled with the corresponding question number and submitted in Tabs as specified in Proposal Contents 5.2.
9. Type in the following information:

Point of Contact: _____
Title: _____
Company: _____
Address: _____
Telephone/Fax: _____
E-Mail: _____

10. Have the proposal requirements been fully met as requested in this RFP?

Yes No If not, please summarize all deviations and include in the summary within your Executive Summary and in Tab II of your proposal.

B. GENERAL INFORMATION

1. Provide background information and a brief description of your organization. Include any pertinent information relative to the size and organization structure of your company.

2. Please provide answers to each of the following questions:

a. Are there any underwriting restrictions which could negatively impact any individual currently enrolled?

b. Are pre-existing condition limitations waived at initial enrollment? Under what circumstances can an individual obtain waiver of pre-existing conditions?

3. Will you be partnering with any other organization to provide required communication, enrollment or administrative services? If so, describe the partnership arrangement, the allocation of responsibilities and corporate and financial information relative to the other organization(s).

C. PRODUCT SUPPORT FOR ALL PRODUCTS AND SERVICES QUOTED

1. Please address your ability to issue policies within 14 days from the close of the enrollment assuming all data is passed electronically and to the carrier within 24 hours of enrollment close.

2. Address your reporting capability that deals with submission to issue for any outstanding policies. Basically, the client seeks reports that show timelines for policies not issued within 14 days.

3. Address your ability to provide enrollment confirmation within five days or less.

4. Address your reporting ability to provide all correspondence, letters, etc. electronically to Western Tidewater Regional Jail.

5. Address your ability to provide electronic bill reconciliation with Western Tidewater Regional Jail?

6. Describe your customer service capabilities and hours. Do you provide reports by group that show activity for calls, types of calls, terminations and policies ported?

7. Are your product(s) and all rider(s) and amendments filed and approved by the Commonwealth of Virginia? Will employees residing in other states but working in Virginia be affected by another State filing? If so, please verify filings for all boarding states.
8. Address your ability to provide a toll free number.
9. Describe your implementation process and how you will ensure a trouble-free transition.
10. Provide an implementation timeline and confirm you will provide an on-site implementation meeting with Western Tidewater Regional Jail.
11. Provide samples of applications, health statement, and open enrollment materials that employees would receive for the benefits and services proposed.
12. Please describe your banking and billing arrangements include time frames for payment and penalties.
13. Will you incur all costs associated with the communication, enrollment and administration of the voluntary worksite benefits, including printing and postage, etc? If not, advise of any costs Western Tidewater Regional Jail may need to incur.
14. Describe your enrollment capabilities including one on one enrollment, web based enrollment and call centers.
15. Describe the qualifications of the enrollers and how they are compensated and evaluated.
16. Describe the web based resources available for Western Tidewater Regional Jail and for Members.
17. Describe your claim processing efficiency and how confidentiality of claims is maintained.

D. RATES

1. Under what circumstances can your company raise the rates shown in your proposal?
2. What notice will you give before increasing rates?
3. Are your ported rates the same as the rates included in this proposal? If not, please give ported rates.
4. Please include minimum participation requirements.
5. Describe how the cost is calculated if an employee elects to continue their coverage under portability.

E. MEDICAL SUPPLEMENT - VOLUNTARY WORKSITE UNDERWRITING, ELIGIBILITY, AND BENEFIT QUESTIONS

1. Do you require medical underwriting (show for each option proposed including riders)? If yes, provide your guidelines.
2. What reject rate do you expect for applicants required to submit evidence of insurability?
3. Are there any required benefit reductions at any age for either active or terminated/retired participants?
4. Identify all classes of employees, retirees, and dependents eligible for coverage. Identify if benefits reduce at certain ages.
5. Describe the portability options available to members.