



**REQUEST FOR PROPOSALS (RFP)**

**EMPLOYEE BENEFITS CONSULTING SERVICES**

FOR

APPALACHIAN AGENCY FOR SENIOR CITIZENS

Issued: September 14, 2023

**Proposals Due: October 4, 2023 by 2:00 p.m.**

**Appalachian Agency For Senior Citizens  
PO Box 765  
Cedar Bluff, VA 24609**

**Appalachian Agency For Senior Citizens**  
**Request for Proposal (RFP)**

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**Issue Date:** September 14, 2023

**Title:** *Employee Benefits Consulting Services*

**Issued By:** **Appalachian Agency For Senior Citizens (AASC)**  
**Attention: Mary Ann Thompson, Chief Human Resource Officer**  
**PO Box 765**  
**Cedar Bluff, VA 24609**

Sealed proposals will be received until **2:00 pm on October 4, 2023** for furnishing the services described herein.

All inquiries for information should be directed to: Mary Ann Thompson, Chief Human Resource Officer, Phone: (276) 964-7130, email [mthompson@aasc.org](mailto:mthompson@aasc.org).

**IF PROPOSALS ARE MAILED, SEND DIRECTLY AS SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO 216 COLLEGE RIDGE ROAD, CEDAR BLUFF, VA 24609 – TO THE ATTENTION OF MARY ANN THOMPSON, CHIEF HUMAN RESOURCE OFFICER.**

In compliance with this request for proposal and all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Full Legal Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ zip code \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

By: \_\_\_\_\_

(Signature in Ink)

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**\*\*RETURN THIS PAGE\*\***

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## I. INTRODUCTION

### A. PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain the services of a qualified Employee Benefit Consultant licensed to consult in the Commonwealth of Virginia. The awarded consultant shall provide services for the design, proposal preparation, negotiation and implementation of the health care and employee benefit plans of the Appalachian Agency For Senior Citizens, as well as provide advisory, consulting and communication services regarding benefits and insurance, year-round to the Appalachian Agency For Senior Citizens management and board. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued by and on behalf of the Appalachian Agency For Senior Citizens, herein referred to for convenience as "Owner."

For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror." An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Consultant."

The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Consultant will be required to sign a contract with the Owner, upon such terms and conditions as are required by Owner.

### B. BACKGROUND

The Appalachian Agency For Senior Citizens (AASC) is a private non-profit organization formed in 1975 to improve the quality of life for the elderly through charitable, educational, social services and other appropriate means. The Agency was created pursuant to the Older Americans Act, which is designated by contract with the Virginia Department for the Aging to develop and administer the Area Plan, as approved, for a comprehensive and coordinated system of services for older and disabled persons.

AASC also operates a state licensed multi-service intergenerational day care center that provides daily care including supervision, personal and social support. In addition, AASC operates the public transit system in PSA (2) and is funded through the Virginia Department of Rail and Public Transit. AASC operates a rural PACE program which provides inclusive care for the elderly. The Agency's service area is the Southwest Virginia counties of Bland, Buchanan, Dickenson, Russell, Smyth, Tazewell, Washington, Wythe and Bristol City.

#### AASC Health Insurance Information:

AASC is fully insured with Anthem for their employee health program.

The dental and vision plan is administered by Cigna.

Short Term and Long Term Disability is administered through New York Life.

The plan year for the current health, dental & vision plan commence on March 1. All full-time employees and dependents are eligible for health, dental, & vision benefits.

AASC is seeking an experienced consultant's advice and expertise to examine all elements of these programs and to recommend appropriate changes, adjustments and improvements.

AASC's current census is 167 fulltime employees.

AASC will receive proposals until **2:00 pm on October 4, 2023** and from the proposals submitted, choose two or more offerors to bring in for further interview and negotiations.

## **II.SCOPE OF SERVICES**

The scope of services to be completed by the Successful Offeror include (General and Specific):

- A. Questions/Work Examples – The Offeror shall provide detailed answers, and work examples to the following questions/requests:
  - a. How long has the offeror provided employee benefit consultant services?
  - b. How would you evaluate the options of remaining fully insured, self-insuring or seeking to move to an alternative funding program?
  - c. Are there new/better coverage options that AASC should consider in seeking proposals for health insurance services?
  - d. What are the advantages and disadvantages for the employer and employee in offering a high deductible health plan in conjunction with a health savings account?
  - e. Provide a recent example of how your firm has assisted a client to effectively address the challenge of rising health care costs without drastically decreasing benefits to employees.
  - f. Detail your employee engagement solutions. This may include but not be limited to, smartphone, tablet and pc applications that keep employees apprised of benefit and other information; assistance with coverage questions; medical payment disputes; the value of the plan to the employee; and more.
  - g. In addition to the Consultants experience, identify the professional standards and industry benchmarks utilized by the Consultant in responding to Owner questions and any other review, advice, conclusions or recommendations the Consultant may make to the Owner.
- B. The successful Offeror shall:
  - a. Review and make recommendations to the Owner regarding existing and potential benefit plans and programs as well as modifications to the existing plan design, cost (rates), cost shares, and quality of employee benefit plans and programs.

- b. Assist the Owner in the development of Request for Proposal (RFP) for the solicitation of future employee benefit plans and programs. This shall include, but not be limited to, assisting the Owner in the management of the RFP process and prepare a comprehensive report for the recommendations and make presentations to the Owner regarding the selection recommendations.
- c. Assist in the design, implementation and administration of new and existing programs, as chosen by AASC, in the following areas:
  - i. Medical
  - ii. Dental
  - iii. Vision
  - iv. Life Insurance
  - v. Accidental Death & Dismemberment
  - vi. Disability Insurance
  - vii. Long Term Care Insurance
  - viii. Pharmacy Carve Out programs
  - ix. COBRA Outsourcing
  - x. Family Medical Leave
  - xi. Employee Assistance and Behavior Health Programs
  - xii. Dependent Care Reimbursement Accounts
  - xiii. Consumer Directed Health Plans such as Health Savings and Health Reimbursement Accounts
  - xiv. Third Party Administration and Record Keeping
  - xv. Wellness Program
- d. Assist in developing and implementing contracts with selected providers in accordance with the Owner's timeliness and requirements.
- e. Provide proactive communication to all employees at the Owner's request and direction.
- f. Provide regular and timely proactive communication of changes and proposed changes in federal and state statutes and/or regulations that may impact the Owner's employee benefit plans and programs.
- g. Recommend procedures and/or policies to comply with changes and/or proposed changes to federal and state statutes and/or regulations that may impact the Owner's employee benefit plans and programs.
- h. Review and prepare analysis of all reports submitted by the Owner's plan providers and recommend additional reports as needed.
- i. Perform research and provide responses to technical questions posed by the Owner.
- j. Provide financial and/or performance reviews of Owner's employee benefit plans and programs.
- k. Proactively provide the Owner with general guidance on current and future trends in employee benefit plans and programs, methods for improving cost containment, financial arrangements, and administration.
- l. As requested, provide Owner reports of other employers' employee benefit plans and programs to determine competitiveness; assist the Owner with annual benefit market studies.

- m. Provide annual on-site training programs regarding legislative updates and/or best practice seminars.
- n. Provide day-to-day proactive consultation on matters including, but not limited to, plan interpretation and problem resolution, including attendance at monthly meetings or more often if necessary, to facilitate and assist in the management of the Owner's employee benefit plans and programs.
- o. Make recommendations for items of negotiation and direct negotiation with employee benefit plan providers on matters including, but not limited to, premium rates, benefit levels, performance standards, utilization and performance reports, statistical and/or financial reports, and plan specific data such as medical conditions, prescription drugs, high cost procedures, in-patient data, etc.
- p. Provide such other services as requested by the Owner for which the consultant has the technical capability and capacity to render. Consultant shall quote additional projects and services to the Owner on a per-project basis as a not-to-exceed fee or at contract hourly rates for services, whichever method is in the Owner's best interest.
- q. Maintain full and accurate records with respect to all matters and services provided to the Owner for a minimum of five (5) years from the date of award of contract.
- r. Assist the Owner in budget preparation, including, but not limited to, cost trends and multiple year projections.

C. The successful Offeror shall also:

- a. Analyze the Owner's contribution and employees' contribution for proper funding (annual requirement), and recommend employer and employee premium rate structure.
- b. Assist in the RFP process by preparing specifications, analyze the responses, and negotiate, as necessary, with Offerors and make recommendations to the governing body for award of coverage (as required).
- c. Summarize in layman's language policy terms, exclusions, deductibles, claims reporting requirements and any other pertinent information.
- d. Review existing employee communication/education plan and provide findings and recommendations.
- e. Provide "work plan" which utilizes who, what, how, when, why approach to solving issues/problems as identified in the above scope of service.
- f. Assist with administration of employee benefit program and employee communications.
- g. Provide up-to-date information concerning employee benefit issues such as trends and proposed legislation.
- h. Provide a source for answers to employee benefit plans as they occur.
- i. Provide monthly invoice breakdown analysis for all employee benefit insurance company billings, and details shall include employee last name, employee first name, premium amount for each employee, insurance category type for each employee premium amount, effective date for each employee premium

insurance category type. This information is required for proper analysis and accounting financial coding and reconciliation of insurance billing invoices.



### III. 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 the RFP. One (1) original and three (3) copies of each proposal must be submitted to:

**Appalachian Agency For Senior Citizens (AASC)**  
**Attention: Mary Ann Thompson, Chief Human Resource Officer**  
**PO Box 765**  
**Cedar Bluff, VA 24609**

Identify on the outside of the envelope: **EMPLOYEE BENEFIT CONSULTANT RFP**

Proposal Due Date and Hour: **October 4, 2023 @ 2:00 pm.**

2. Proposal Preparations

- a. The proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in a request to submit the missing information. Any proposal which is substantially incomplete or lacking key information may be rejected as non-responsive. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which 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 correspondent section of the RFP. It is also helpful to cite the paragraph number and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next 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. The Offeror's proposal should provide all the information that it

- considers pertinent to its qualifications for the project and which respond to the Scope of Services described.
- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
  - e. Proposals, including all attachments, are the sole responsibility of the Proposer. AASC will neither agree to, be responsible for, nor accept as a valid excuse a late proposal due to a delay in mail service or other method of delivery used by the Proposer. The date of postmark will not be considered. Telephone, fax, and verbal offers will not be accepted.
  - f. Proposals will be reviewed and evaluated by a Committee as designated by the AASC.
  - g. Proposals should be prepared simply and economically, providing a straight forward and concise description of capabilities to satisfy the requirements of the RFP.
  - h. Ownership of all data, materials and documentation originated and prepared for the AASC pursuant to the RFP shall belong exclusively to the AASC and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, either before or at the time the data or other materials are submitted. The Offeror shall identify the information 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. The Owner reserves the right to ask for additional clarification prior to establishing protection.
  - i. The AASC may cancel the Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4302, Code of Virginia). The procurement of these services shall be in accordance with the Virginia Public Procurement Act (competitive negotiations for other than professional services).
  - j. The AASC reserves the right to amend these requirements, waive any informalities in any proposal, accept or reject any or all changes to any proposal, and is not bound to accept the lowest bid.

## **B. Specific Requirements**

Proposals should be as thorough and detailed as possible so that the AASC can properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information and items as a complete proposal:

1. Certification page, Insurance Checklist and the return of this completed RFP and any addenda, acknowledgements, signed and filled out as required.

2. Offerors understanding of the Scope of Service: the proposal should provide a statement of the Scope of Service in the Offeror's own words which demonstrates a complete understanding of the purpose and scope of the service requested in the RFP. The section should also include answers/work samples requested in Section II.A and the Offeror's capability and qualifications to meet the requirements outlined in Section II – B and C. Offers shall provide in this section of their proposal response, their experience.
3. Provide a narrative on the company background, to include how long the company has been in business and how long the company has served municipal clients.
4. The proposal should specify the individual(s) who would be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel. Personnel assigned to the project should have a minimum of 3 years of experience or compelling reason(s) why less experience should be considered.
5. Offeror shall provide the location of the office that will have the responsibility for providing services, and any other factors related to response and on-site meeting capability.
6. Method or plan for completing the Scope of Services. Please include time frames for completion. Discuss your firm's success with designing and implementing innovative and proven approaches to the above mentioned work.
7. Discuss all costs to be included in the Scope of Services. Itemize each cost to the specific task (A., B., C., and D.). The cost quotation must include all costs, to include travel and per diem. Please use **Exhibit A** attached or similar for cost. To avoid the appearance of impropriety, and to insure that the Consultant is acting in the best interest of AASC, please be advised that AASC's desire is to have a Consultant who is not paid by the health insurance plan.
8. Discuss how you will be able to accommodate the AASC timeline.
9. Offeror shall provide a detailed statement describing any special terms and conditions of this service, and shall acknowledge acceptance of the RFP inclusive of the terms and conditions, or clearly state exception to specific areas of the RFP in this section of their response, identifying the section exception is taken to, the reason for the exception, and any proposed language in place of the exception.
10. Offerors who submit a response to this RFP may be required to make an oral presentation of their proposal with participation by designated key personnel. Failure to provide for an oral presentation or provide additional information, if requested, within a reasonable period of time, shall be reason for the firm's offer to be considered non-responsive.
11. Provide four (4) recent references from agencies that are similar to the AASC, for whom you have provided the type of services described herein. Include dates that services were provided, the client name and address, and the name and phone number of the individual the AASC have permission to contact.
12. Offeror shall provide sample documents and/or reports, which shall include, but not be limited to Work Plan, Strategic Planning Report, Claims Experience Audit Report, etc.
13. Offeror shall provide pricing options as noted on the Fee Schedule template provided herein, and shall detail proposed cost and billing procedures whether

hourly and/or fee based per project, or commission based, in their proposal response.

**C. Authorization to do Business**

The Proposer must be authorized to do business in the Commonwealth of Virginia and should provide verification that they are licensed for this type of service as required by the Code of Virginia.

**D. Withdrawal of Proposal**

Proposals may be withdrawn or modified by written notice received from Offeror *prior* to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him or her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

**E. Hold Harmless**

The Offeror guarantees to hold the AASC, its agents, representatives, employees and officials, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.

**F. Laws and Regulations**

The contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect shall be brought in the courts of the Commonwealth in Tazewell County, Virginia. The proposal and contemplated services and products shall comply with applicable federal, state, and local laws and regulations.

## IV. EVALUATION AND AWARD OF CONTRACT

### A. Award of Contract

1. Selection will be based on the responsiveness, experience, capability, skill, and cost with each receiving equal weight.
2. Interviews shall be conducted with two or more Offerors.

After interviews, selection shall be made of two or more offerors deemed to be fully qualified and best suited among the proposals to provide the required services including any unique capabilities or qualifications.

Negotiations will then take place with two or more offerors among those submitting proposals based on the evaluation factors above.

After negotiations have been conducted with each Offeror so selected, the AASC shall select the Offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

Should the AASC determine in writing and at 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.

3. 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 and shall be on terms and conditions acceptable to AASC.

## **V. CONTRACT ADMINISTRATION**

Mary Ann Thompson, AASC Chief Human Resource Officer, or her designee, shall be identified as the Contract Administrator and shall have all powers under the contract to enforce its faithful performance on behalf of AASC. 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 Controller through a written amendment to the contract.

## VI. ADDITIONAL INFORMATION

- A. Ownership of Documents** - Any reports, studies, photographs, negatives, or other documents prepared by the Offeror in the performance of its obligation under this contract shall be the exclusive property of the Owner, and all such material shall be remitted to the Owner by the Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.
- B. Insurance Requirements** – By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences and that it will maintain all required insurance coverage during the entire term of the contract with coverage provided by insurance companies authorized to sell insurance in Virginia by Virginia State Corporation Commission.
- C. Unacceptable Performance** – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed or performed not in accordance with the specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner. The Consultant shall correct deficiencies within 24 hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.
- D. Term of Contract and Extension** – The initial term of this contract shall be for one year from the date of award, and shall be subject to annual renewals. Such extensions shall be contingent upon the satisfactory performance by the Consultant, approval of both parties, and subject to the successful negotiation of the related fees. This contract may be extended by the Owner upon the written agreement of both parties for five (5) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- E. Exclusion** – The successful Consultant will not be allowed to sell insurance to the AASC and will be excluded from bidding on any of AASC's insurance requirements, as well as receiving any compensation from insurance companies, brokers or agencies and receiving any compensation for providing direct savings to AASC as a result of service performed which would be required as remuneration outside the predetermined fee structure.

## **VII. PAYMENT PROCEDURES**

The AASC will authorize payment to the contractor after each receipt of the Contractor's identified deliverables to be negotiated. Invoices shall be sent to:

Appalachian Agency For Senior Citizens  
Attn: Mary Ann Thompson  
PO Box 765  
Cedar Bluff, VA 24609



## Insurance Checklist

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> (figures denote minimum)
<u>X</u>	1. Worker's Compensation And Employer's Liability; Admitted in Virginia Employer's Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating – A-VII or Better or its equivalent	1. Statutory limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best Guide Rating – A – VII or Better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating – A-VIII or Better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. The contractor/consultant shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Appalachian Agency for Senior Citizens in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	

### Offeror Statement

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_

Firm

\_\_\_\_\_

Signature

**RETURN THIS PAGE**

**Exhibit A**

Proposed Fee Schedule

- A. **Fee for Health/RX/Dental/Vision Insurance Program RFP** and related services  
(Scheduled for \_\_\_\_\_.) \$ \_\_\_\_\_
  
- B. **Additional Consulting Services** inclusive of all elements in Scope of Work except RFP  
\$ \_\_\_\_\_
  
- C. **Hourly Rate for Additional Service**
  - Principal \$ \_\_\_\_\_
  - Manager \$ \_\_\_\_\_
  - Staff \$ \_\_\_\_\_
  
- D. **Travel** how do you intend to bill for travel related expenses:
- E. **Other** \_\_\_\_\_ \$ \_\_\_\_\_