

REQUEST FOR PROPOSAL (RFP)

Closing Date: Friday, May 13th, 2022 – 4:30pm

Contract Administrator: Kristen Sutton

Telephone: 704-283-7583 x. 227

E-Mail Address: kristen.sutton@uccainc.org

Web Address: <http://www.uccainc.org>

Item: Group Benefits Broker RFP

Agency: Union County Community Action, Inc. (UCCA)

Location(s): Anson, Richmond and Union Counties

Period of Contract: The period of the awarded contract shall be one (1) year, beginning January 1st, 2023 and ending December 31st, 2023 with an option to renew for two (2) additional one (1) year periods.

Scope: This Request for Proposal (RFP) shall cover the procurement of brokerage services for Group Health Insurance Coverage for approximately 150 employees across UCCA's three county Service area (Union County, Anson County, and Richmond County). Services awarded under this proposal relate to the Agency's benefit year which begins on January 1st, 2023.

READ THIS REQUEST CAREFULLY

***** This bid proposal and all exhibits/appendices shall be made a part of the contract awarded to the successful bidder. *****

SIGNATURE SHEET

Item: Group Benefits Broker RFP

Agency: Union County Community Action, Inc.

Closing Date: Friday, May 13th, 2022 – 4:30pm

We submit a proposal to furnish requirements in accordance with the specifications listed herein. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Legal Name of Person or Entity Represented:

Telephone:

Fax:

Email:

Mailing Address:

Physical Address:

City, State, Zip:

Social Security/Federal Employer Identification Number:

DUNS Number:

Signature of Authorized Representative:

Date:

Typed or Printed Name of Signature:

Title:

SECTION I
GENERAL INFORMATION

1.1 Description of Union County Community Action, Inc.

Union County Community Action, Inc. (UCCA) is a private, non-profit corporation structured to administer federal, state, and private grants to provide services to low-income families. UCCA has been determined to be exempt from federal income tax under section 501 (c) (3) of the internal Revenue Code. UCCA is governed by a 15-member, volunteer Board of Directors. The Administrative Office is located at 1401-H West Roosevelt Boulevard, Monroe, North Carolina.

UCCA operates four primary grant funded programs through the US Department of Health and Human Services, the Administration for Children and Families, the NC Department of Health and Human Services, and the division of Social Services Office of Economic Opportunity. These programs include Head Start, Early Head Start, North Carolina Pre-Kindergarten, and the Community Services Block Grant.

1.2 Purpose of RFP

This Request for Proposal (RFP) is for the purpose of acquiring brokerage services for the agency's group health, dental, and vision insurance policies for the period beginning on January 1st, 2023

1.3 Bid Submission:

Completed proposals must be submitted, by mail or hand delivered in a ***sealed envelope***, and received at the Administrative Office of Union County Community Action by 4:30 pm on Friday, May 13th, 2022. It is the sole responsibility of the Bidder to ensure all proposals are received at the administrative office by the closing date and time; late proposals will not be considered.

Proposals must be addressed as follows:

By Mail

Attn: Group Benefits Broker RFP
Union County Community Action, Inc.
PO Box 1029
Monroe, NC 28111

Hand Delivered

Attn: Group Benefits Broker RFP
Union County Community Action
1401-H West Roosevelt Blvd.
Monroe, NC 28110

1.4 Bid Follow-up: At the discretion of UCCA, Bidders may be requested to meet with UCCA following the reception of the bids, and prior to the bid award.

SECTION II
CONDITIONS TO BIDDING

- 2.1 Inquiries:** All inquiries regarding this request for proposal shall be in writing and directed to:
Attn: Inquiry – Group Benefits Broker RFP
Kristen Sutton, Contract Administrator
Union County Community Action, Inc.
PO Box 1029
Monroe, NC 28111
kristen.sutton@uccainc.org
- 2.2 Cost of Preparing Bids:** All costs associated with the preparation of this bid, including the costs of determining the nature of the engagement, preparing the bid, submitting the bid, negotiating for the contract and any other costs associated with responding to this Request for Proposal are the sole responsibility of the Bidder and UCCA will not reimburse any costs incurred in preparation of this proposal. All responses will become the property of UCCA once submitted in response to this RFP.
- 2.3 Modification/Withdrawal of Proposal(s):** A Bidder may modify a proposal by letter or by email at any time prior to the closing date and time for receipt of proposals. A proposal may be withdrawn on written request from the vendor to the Contract Administrator prior to the closing date.
- 2.4 Advertising:** In submitting a proposal to UCCA, the Bidder agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of UCCA.
- 2.5 Confidentiality:** In submitting a proposal the Bidder agrees not to discuss or otherwise reveal the contents of the proposal to any outside source until after the award. Bidders not in compliance with this provision may be excluded from the proposal. Only discussion authorized by UCCA is exempt from this provision.
- 2.6 Acceptance or Rejection:** UCCA reserves the right to accept or reject any or all bids, part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; modify any criteria in the RFP; and unless otherwise specified, to accept any item in a bid. Since there are important considerations involved in selecting a carrier, in addition to rates, UCCA will not be required to accept the lowest proposal. In addition to cost, service will also serve as a basis for award of the contract.
- 2.7 Review Process:** UCCA may, at its discretion, request meetings with any or all bidders to clarify or negotiate modifications to the Bidders' proposals. Answers to any questions submitted to one Bidder will be furnished in writing to all Bidders. UCCA reserves the right to make an award without further discussion of the proposals submitted; therefore, proposals should be initially submitted on the most favorable term, from both technical and price standpoints, which the Bidder can propose.
- 2.8 Negotiation:** UCCA reserves the right to negotiate with potential Bidders to acquire the appropriate services for UCCA's needs.
- 2.9 Debarment/Suspension from Federal and/or State Funds:** All Bidders providing a proposal in response to this RFP certify that the entity represented is not debarred from federal or state

contracts and thus ineligible to receive federal or state dollars as compensation for work completed in relation to the services included in the RFP.

- 2.10 Evaluation of Bids:** The Bid award shall be made in the best interest of UCCA, as determined by UCCA. Considerations are focused toward, but not limited to:
- 2.10.1 **Technical Proposal:** The Technical Proposal Submitted by interested Bidders should provide responses to the requested services listed in **Section III** and address all items in **Section IV**.
 - 2.10.2 **Pricing Proposal:** Bidders must provide clear and accurate pricing which is inclusive of all services listed in the Technical Proposal.
 - 2.10.3 **Contractor Requirements:** Bidders must provide detail to support the claim that the Bidder has a qualified support staff to support the services to be delivered.
 - 2.10.4 **Adequacy and Completeness:** Bidders must complete all requested information and provide all requested documentation in order for the submitted bid to be considered.
 - 2.10.5 **Compliance with Terms and Conditions:** In order to be considered Bidders must carefully review this RFP, and the terms and conditions herein, and certify that understanding and adherence on the Certification Sheet on Page 12 of this RFP.
- 2.11 Notification of Award:** It is expected a decision selecting the successful bidder will be made within thirty (30) days after the closing date for receipt of proposals. Upon conclusion of final negotiations with the successful Bidder, all Bidders submitting proposals in response to this RFP will be informed in writing whether or not they have been selected.
- 2.12 Contractual Obligation(s):** This RFP, including the terms and conditions set forth within, will be considered a contractual agreement between UCCA and the awarded Contractor once the successful proposal is offered by UCCA, and accepted by the awarded Contractor. At the discretion of UCCA, the awarded Contractor may be required to enter into an additional contractual agreement for the services proposed in this RFP.
- 2.13 Amendments:** All amendments issued by UCCA regarding the terms and conditions, desired services, or requirements of the bid will be posted at www.uccainc.org. It is the responsibility of all Bidders to check the website for any amendments, even if the proposal was sent to you via email or postal mail.

SECTION III
SCOPE OF SERVICES

- 3.1 Technical Description of Desired Services:** The purpose of this RFP is to obtain a Service Agreement for Insurance Broker Services. The awarded Contractor will be expected to aid in the identification and acquisition of the most comprehensive and cost-efficient group health Insurance available across our three county service area. Additionally, we have employees who reside in North Carolina and South Carolina so it is important that coverage/services/costs are the same in both states. Desired services include, but are not limited to, the following:
- 3.1.1 Identify Cost-efficient, Comprehensive Insurance Plan for UCCA
 - 3.1.2 Develop & Issue RFP for Group Health Insurance Coverage to Insurance Companies.
 - 3.1.3 Ensure Online Management of Benefit Enrollment (including COBRA)
 - 3.1.4 Provide Renewal Evaluation & Negotiation
 - 3.1.5 Support Human Resources (Claims, Problem Resolution, etc.)
 - 3.1.6 Develop and Maintain Employee Benefits Website
 - 3.1.7 Conduct Annual Enrollment Meeting
 - 3.1.8 Coordinate Annual Employee Health Fair
 - 3.1.9 Provide Educational Workshops related to Administering Employee Benefits
 - 3.1.10 Assist with Affordable Care Act (ACA) compliance
- 3.2 Pricing Proposal:** Bidders must disclose all costs associated with brokerage services. Cost should be provided as a per-employee per-month fee, and Bidders must disclose all costs relating to the services bid in response to this RFP.
- 3.3 Contractor Requirements:** For the purposes of consideration UCCA requires that all bidders meet the following qualifications:
- 3.3.1 Bidders are licensed to provide brokerage services within the state of North Carolina.
 - 3.3.2 Bidders are not affiliated with any insurance company, third party administrative agency, or provider network.
 - 3.3.3 Bidders have at least five years' experience in providing consulting/brokerage services for employers with over 100 employees.
 - 3.3.4 Additionally, Bidders must review, and adhere to all requirements listed in **Section IV** of this RFP.
- 3.4 Small and/or Minority-Owned Businesses:** Efforts will be made by UCCA to utilize small and minority-owned businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

SECTION IV
PROPOSAL FORMAT

- 4.1 Technical Proposal:** The following information shall be part of the Technical Proposal submitted by Bidders.
- 4.1.1 Cover Letter:** The Bidder should include a cover letter which includes the following information:
- the Bidder is the prime contractor;
 - the Bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - the individual submitting the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements.
- 4.1.2 Signature of Proposals:** Bidders must complete the Signature Page (page 2) and Certification Statement (page 12) of this RFP and provide a complete mailing address, and these sheets must be signed by an authorized representative with his/her name and title printed below. Bidders shall also include their Federal Employer's Identification Number.
- 4.1.3 Qualifications:** A description of the Bidders qualifications and experience providing the requested, or similar service(s), must be submitted with the bid. The Bidder must be an established firm recognized for its capacity to perform desired services and be capable of mobilizing sufficient personnel to meet the specified needs listed in **Section III** of this RFP. The description of the vendors qualifications should include, but is not limited to, the following:
- Date established;
 - Ownership (public, partnership, subsidiary, etc.);
 - number of personnel, full and part-time, assigned to this project
- 4.1.4 Staffing and Methodology:** Bidders shall describe their staffing plan and the methodology that will be utilized to accomplish required tasks bid in response to this RFP.
- 4.1.5 Availability:** Along with submission, Bidders must include a list of regular office hours and contact information, including but not limited to: telephone number, fax number, and email address.
- 4.1.6 Service Agreement Contacts:** UCCA and Contractor shall, upon award, provide contact names and information to enable efficient communication between both parties.
- 4.1.7 References:** Bidders must provide three (3) references of active clients and two (2) references of recently terminated clients. References that are no longer utilizing your company shall have purchased similar services in the last three (3) years. References shall show firm name, contact person, mailing address, and phone number.
- 4.1.8 Experience:** A minimum of seven (7) years continuous active participation in the applicable industry as a distinct company is preferred.
- Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the Service Agreement if receiving an award of contract.
 - Such information may include, but not be limited to, a list of similar size organizations and type projects the Bidder has completed.

4.1.9 **Additional Information:** Bidders shall include a list of all insurance carriers that they work with currently and in the past five (5) years

4.2 **Pricing Proposal:** Bidders must provide a pricing proposal which includes all fees associated with brokerage services for group health Insurance. These fees should be presented as a monthly cost based on the number of active employees enrolled in the plan.

NOTE- Bidders shall provide written response and/or verification of agreement to each item within Sections III and Section IV.

SECTION V
GENERAL PROVISIONS

- 5.1 Notices:** Any and all notices sent by UCCA to the awarded Contractor will be addressed to the address listed on the Signature Sheet of this RFP. All notices sent to UCCA, from the awarded Contractor, must send in writing, via mail or email, and addressed to:
- Kristen Sutton
Contract Administrator
Union County Community Action, Inc.
PO Box 1029 Monroe, NC 28111
kristen.sutton@uccainc.org
- 5.2 Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the Bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to UCCA.
- 5.3 Contract:** This RFP will be made a part of a one (1) year contract between UCCA and the awarded Contractor, to begin on January 1st, 2023 and extend through the benefit year until December 31st, 2023. Prior to execution of an award, or contract, all requested documentation of applicable licensure and certifications must be received by UCCA. Additional information and/or documentation may be required by UCCA prior to the execution of this award or any subsequent contract.
- 5.4 Renewal:** UCCA and the awarded contractor reserve the option to renew the awarded contract contained within or associated with this Request for Proposal for up to two (2) additional one (1) year terms.
- 5.5 Amendments:** Any and all amendments to the terms and conditions, desired services, or subsequent contractual agreement requested by the Contractor must be addressed in writing to UCCA according to the information provided in Item 5.1 above. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by UCCA and the involved Contractor. Any and all amendments must specify the date on which its provisions shall become effective.
- 5.6 Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.
- 5.7 Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
- 5.8 Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 5.9 Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the

applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

- 5.10 Hold Harmless:** The Contractor shall indemnify UCCA against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

UCCA shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to UCCA property. The Contractor shall do nothing to prejudice UCCA's right to recover against third parties for any loss, destruction or damage to UCCA property.

- 5.11 Termination:** Either party reserves the right to terminate this agreement, for any reason, by providing forty five (45) days written notice. All notices from UCCA will be addressed using the contact information provided on the signature sheet. Notices to UCCA must be addressed following the requirements listed in Item 5.1 above.
- 5.12 Termination for Cause:** UCCA may terminate this agreement, or any part of this agreement, for cause under any one of the following circumstances:
- 5.12.1** the Contractor fails to make delivery of goods or services as specified in this contract; or
 - 5.12.2** the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this Service
- 5.13 Post-Award Disbarment:** During the duration of any award or contract associated with this RFP, UCCA will periodically check the federal and state list of debarred contractors to ensure the contractor is not barred from receiving federal or state funds. If an awarded Contractor is barred from receiving federal or state funds, the contract will be immediately terminated and only those financial obligations from services performed, or products provided, prior being barred from receiving said funds will be paid.
- 5.14 Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this Service Agreement shall be fully qualified to perform the work required. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this Service Agreement.
- 5.15 Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this Service Agreement or any extensions to it, any professional personnel who are also in the employ of UCCA and who are providing services involving this Service Agreement or services similar in nature to the scope of this Service Agreement to UCCA.
- 5.16 Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 5.17 Modification:** This Service Agreement shall be modified only by the written agreement of the parties with the approval of UCCA. No alteration or variation of the terms and conditions of the Service Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

- 5.18 Invoices:** If applicable, the awarded Contractor is expected to provide UCCA with Invoices every thirty (30) days for services rendered and/or products provided, unless otherwise agreed upon by UCCA and the awarded Contractor.
- 5.19 Payment:** Payment shall be made after receipt of services. Payments shall not be made for costs or items not listed in the awarded Contractor's bid response.
- 5.20 Financial Commitment:** The awarded Contractor agrees and understands that the payment of sums specified in this Contract is dependent on and contingent upon the appropriation and allocation of funds to Union County Community Action, Inc. and therefore financial obligations set forth in this Contract are contingent upon fund availability.
- 5.21 General Indemnity:** The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify UCCA assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by officials (including the Executive Director, the Board of Directors, as well as employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, general liability insurance as outline above. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self- insurance maintained by or for the use and benefit of the Contractor.

Certification Statement

By submitting this bid, the Bidder certifies the following:

- The proposal is signed by an authorized representative of the entity.
- All costs, direct and indirect, have been determined and are included in Attachment 2.
- No substantial conflict of interest exists which influenced the submitted bid.
- The bidder is not debarred or suspended from receiving compensation under federal contracts.
- The bidder has read and understands the terms, conditions, and requirements set forth in this Request for Proposal and agrees to them with no exceptions. If exceptions exist, those exceptions must be certified and attached to this bid, and noted below.

- Do you have any exceptions to this bid? _____

Therefore, in accordance to this RFP and subject to all conditions here in, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions of this RFP at the prices quoted providing this RFP is accepted within 60 days from the date of submission.

Entity Represented: _____

By:

Signature

Typed or printed name

Title

Date