



MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL RFP 2865-5

Employee Benefits Consultant for MCCC

Proposal Due Date
November 5, 2008 3:00 P.M. (MST)

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

RFP #2865-5

Employee Benefits Consultant for MCCC

A. SCHEDULE OF EVENTS

<u>ACTIVITY</u>	<u>DATE</u>
Release RFP	October 8, 2008
Proposals Due	November 5, 2008
Proposed Contract Award	December, 2008

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ACKNOWLEDGMENT OF RECEIPT

Description: Employee Benefits Consultant for MCCCCD

RFP # 2865-5

Please fill in the requested information below as acknowledgment that you have received the Request for Proposal noted above. If your firm is interested in participating, it is **highly recommended** that this sheet be completed and returned or Faxed as soon as possible to MCCCCD Purchasing at (480) 731-8190. By doing this, we will be able to provide notification to you of any changes/amendments to the RFP.

Name of Firm: _____

Address: _____

Fax #: () _____ Tel. #: () _____

Name:(Print) _____ Title: _____

Signature: _____ Date: _____

E-Mail: _____

1. GENERAL

1.1 INTRODUCTION

The Maricopa County Community College District (MCCCD) intends to engage the services of a firm to provide services relating to employee benefits and consulting services in support of the MCCCD HR/Compensation Department. MCCCD is now accepting proposals for the services and requirements stated in this RFP.

1.2 MCCCD DISTRICT MAKE-UP

The Maricopa Community Colleges comprise ten colleges, two skill centers and numerous education centers dedicated to educational excellence, meeting the needs of businesses and the citizens of Maricopa County. Each college is individually accredited, yet part of a larger system, the Maricopa County Community College District. The District is one of the largest higher education systems in the world and the largest provider of health care workers and job training in Arizona, a major resource for business and industry and for individuals seeking education and job training. More than a quarter million students attend the Maricopa Community Colleges each year taking credit and non-credit courses. The Maricopa Community Colleges employs nearly 4,500 full-time faculty and staff and more than 9,000 part-time faculty and staff.

1.3 HISTORY

MCCCD ranks as the nation's largest system of its kind and as the largest single provider of higher education in Arizona. MCCCD educates and trains more than 278,000 persons year round with approximately 71% enrolled in credit courses and 29% in non-credit special interest courses. Additionally, thousands of employees are enrolled in customized work force training programs for both local and relocating businesses and industries.

A five member governing board governs MCCCD, elected from geographical districts in Maricopa County. The chief executive officer of MCCCD is the chancellor; and a president heads each of the colleges. The Maricopa Community Colleges is a political subdivision of the state, and the elected governing board has the power to levy taxes. Funding comes from property taxes, state aid appropriations, student tuition, and federal, state and private grants.

The Maricopa Community Colleges are located in one of the fastest growing urban areas in the country with over three million residents in a county the size of the State of Maryland. The colleges in the District have developed partnerships with more than 1,000 corporations, government agencies and non-profit organizations. Former Maricopa Community College students make up nearly 67% of the baccalaureate degree recipients at Arizona State University.

1.4 BACKGROUND

Current Benefits

The Core Benefits Are:

1. \$20,000 Life Insurance, District Paid.
2. Mid-Term Disability Insurance, District Paid.
(Insuring from the 91st day to the 180th day of disability)
3. Long-Term Disability provided through the Arizona State Retirement System
4. Voluntary Tax Shelter Annuity Program (403B)
5. Employee Assistance for all Insurance-Eligible Employees, District Paid

Currently, eligible employees also have the following from which to choose:

1. Two (2) self-funded PPO options
2. Two (2) Dental Insurance Plans; Indemnity/PPO and Prepaid
3. One (1) Supplemental Life Insurance Plan
4. One (1) Dependent Life Insurance Plan
5. One (1) Personal Accident Insurance Plan
6. One (1) Short-Term Disability Plan (90-Days Coverage)
7. Flexible spending account (Medical and Dependent Care)

Current Enrollment

The current enrollment figures for the medical and dental programs are noted below:

<u>Plan</u>	<u>Employee</u>	<u>Family</u>
Medical PPO's	1,849	1,973
Waivers		518
Dental Indemnity-Total	2,692	
Dental Prepaid-Total	853	

Individuals with events qualifying them for the COBRA benefits are offered the group medical, dental and flexible spending accounts. MCCCCD offers domestic partner benefits for medical and dental plans. District employees may choose from various salary reduction plans governed by Internal Revenue Code Section 403B.

2. PROPOSAL INSTRUCTIONS

2.1 PURPOSE OF RFP

The Maricopa County Community College District (MCCCD) is seeking proposals from qualified vendors for employee benefits consultant services. We are looking for a concise description of your qualifications to assist MCCCD with our employee benefits programs. The objective of any subsequent award is to provide on-going consulting services to the Maricopa County Community College District in the design and implementation of various benefit programs and to assist in the compliance with Federal and State laws.

2.2 PROPOSAL QUESTIONS

All questions regarding this Request for Proposal should be directed to:

Mr. Chris Mandel, CPPB, Purchasing Buyer
Maricopa County Community College District
2411 West 14th Street, Tempe, Arizona, 85281-6941
(480) 731-8521 FAX (480) 731-8190
E-Mail: chris.mandel@domail.maricopa.edu

Questions must be sent by mail or e-mail. Questions will only be accepted until 10/23/08. We will not respond directly to the company asking the question. Questions we feel need to be responded to will be answered in the form of an addendum and sent to all potential respondents on or about 10/24/08.

2.3 PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to assure that Proposals are received as follows:

The Proposal packet must contain one (1) original and six (6) copies of the proposal. The original must be clearly marked "Original" and the Proposal packet must be delivered Sealed.

The Proposals must be addressed to and received at the Main Reception Desk of MCCCD, address 2411 West 14th Street, Tempe, AZ, 85281, **no later than 3:00 P.M. (MST), November 5, 2008.** Proposals received after this time and date shall not be considered and will be returned unopened.

The following information must be clearly visible on the outer most Proposal Packaging:

Request for Proposal # 2865-5, Employee Benefits Consultant
Proposal Closing Date: November 5, 2008 Time: 3:00 p.m. (MST)

NOTE: If you are hand carrying or having a proposal package hand delivered, you should allow sufficient time to arrive, park, and go through security prior to dropping off your proposal package. Late proposals will not be accepted or considered for award. It is your responsibility to insure on-time delivery of the proposal package.

2.4 PROPOSAL EVALUATION

This Request For Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any formalities and to reject any or all proposals and/or to cancel the Request For Proposal. The award shall be made on the proposal(s) that serves the best interest of the District and will not be evaluated solely on a monetary basis. No contract award shall exist until executed in writing.

2.5 PROPRIETARY INFORMATION

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

2.6 PROPOSAL FORM

All proposals must be submitted in writing. Oral, telephone, facsimile (fax machine) or computer data transfer proposals **will not** be accepted. Each proposal shall be prepared simply, providing the straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. **No proposal shall exceed fifty (50)-typewritten pages in length, not counting any pricing schedule(s), exhibits, or attachments.**

2.7 MODIFICATIONS TO PROPOSALS

No oral, telephone, telegraphic, facsimile or computer data transfer proposals or modifications will be considered.

2.8 WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request at any time **prior** to the deadline set for receipt of proposals. No proposal may be withdrawn or modified after that deadline and shall be binding upon Proposer for a period of ninety (90) days after due date. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals provided that they are then fully in conformance with the general terms and conditions of the RFP.

2.9 NON-WAIVER. MCCCCD's failure to notify the contractor or to object to the contractor's non-compliance with the terms of the contract shall not be deemed a waiver of MCCCCD's right to demand compliance with the contract or to terminate the contract for breach for the contractor's subsequent non-compliance with any term of the contract, or its repeated failure to perform according to the contract.

2.10 CONTRACT EXTENSION. MCCCCD will provide the contractor with written notice of any intent for continuation of the contract (exercise of the option periods) ninety (90) days before the end of the initial or subsequent contract period. MCCCCD reserves the right to unilaterally extend the period of any contract for sixty (60) days beyond the stated expiration date.

2.11 COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this Request For Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

2.12 ORAL PRESENTATIONS

Proposers may, after opening and prior to award, be required to make oral and visual presentations at the request of the District. The District will schedule the time and location for any presentations as requested. Oral presentations will be evaluated and may be subjected to a points-earned scoring matrix.

2.13 AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. It is therefore critical that all proposals be submitted initially in the most favorable terms possible, both economically and technically.

2.14 CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract on or about December 31, 2008. A written Notice of Award will be made prior to commencement of performance. Initial performance period will be from date of award to June 30, 2010. MCCCCD may at its discretion and with the concurrence of the successful proposer, exercise up to 4 one-year option periods for a total contract period not to exceed five and one-half years.

2.15 CONTRACT ASSIGNMENT

This contract, in part or in whole, shall not be subcontracted or assigned to another contractor without prior written permission of the appropriate District Legal authority.

2.16 MCCCCD MODIFICATIONS TO PROPOSALS

Any interpretation, correction, or change of this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by MCCCCD Purchasing. Addenda will be mailed or faxed to all that are known to have received a copy of the RFP. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal.**

3. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions, which become part of any award made from this RFP, constitute the provisions of the agreement to be executed between the District and successful Proposer. The District reserves the right to negotiate with the successful Proposer and modify any of the provisions of the agreement upon mutual agreement of the parties.

3.1 Parties to Agreement The contract shall be between the Maricopa County Community College District, hereafter referred to as District, and the successful Proposer, hereafter referred to as Contractor.

3.2 Liability for Taxes The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The District shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the contract or otherwise.

3.3 Catastrophe If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, government restriction, labor disturbance or strike, business operations at the District shall be interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this contract may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused.

3.4 Contract Assignment This contract shall not be subcontracted or assigned to another contractor.

3.5 FERPA If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects.

3.6 Insurance Requirements When performing work on any award made from this RFP, the Contractor shall maintain during the term of that work the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Prior to commencing work or services, Contractor shall furnish the District Risk Manager with certificates of insurance evidencing the required coverage, conditions, and limits required by the Contract. The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insured. In the event any insurance policy(ies) required by the Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided, or materially changed without 30 days written notice by certified mail to the District Risk Manager. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

- **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this contract.
- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the contractor's owned, hired, and non-owned vehicles.
- **Worker's Compensation** insurance with limits statutorily required by any Federal or State law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the contractor, with a limit of not less than \$1,000,000 each claim.

3.7 Indemnification To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of the Contract. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of indemnification in this paragraph.

3.8 Permits The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, county, State and Federal laws, and assume liability for all applicable taxes including but not restricted to sales, and personal property.

3.9 Provision of Supplies, Materials and Labor The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the services included in this contract, subsequent extensions and amendments.

3.10 Conflict of Interest Pursuant to A.R.S. 38-511, the Contract and/or any Purchase Order(s) issued against it is subject to cancellation by MCCCCD if any personnel significantly involved in this contract are found to be in conflict of interest.

3.11 Safekeeping of Records Contractor shall keep in a safe place all financial records and statements pertaining to the operations of this contract for a period of three (3) years from the close of each years operation.

3.12 Audits Contractor shall make available all records pertaining to the contract for purposes of audit by MCCCCD staff or other review agencies.

3.13 Charges Outside Scope of Agreement Charges of the contractor for services not permitted by or beyond the scope of this contract shall be an expense of the contractor and not of or reimbursable by MCCCCD.

3.14 Non Discrimination. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual harassment and pregnancy), sexual orientation, handicap/disability, age and disabled or Vietnam era veteran status. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to insure equal employment opportunities for persons with disabilities. The Contractor shall at all times maintain compliance with the Americans with Disabilities Act.

3.15 Compliance with Laws The Contractor shall at all times comply with the Federal Immigration Reform and Control Act of 1986 (and by any subsequent amendments thereto) and shall indemnify, hold harmless, and defend the District from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

3.16 Non-Collusion MCCCCD encourages free and open competition. Whenever possible, specifications, proposal invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy MCCCCD's needs and the accomplishment of a sound economical operation.

The Proposer's signature on this proposal guarantees that any prices offered have been established without collusion with other eligible Proposers and without effort to preclude MCCCCD from obtaining the lowest possible competitive price. The award will be made to the responsible Proposer whose proposal is determined to be most advantageous to MCCCCD based on the evaluation factors in this RFP.

3.17 Contract Termination MCCCCD may terminate this Contract for convenience by giving Contractor 15 days written notice of termination. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days' written notice of the failure to comply. MCCCCD may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors. MCCCCD may terminate this Contract under A.R.S. Section 38-511 for a violation of that statute.

3.18 Interpretation The parties intend this Contract to express their complete and final agreement.

3.19 Replacement If, upon receipt of written notice from MCCCCD specified in the Contract Termination clause in the General Terms and Conditions, the Contractor selected is not performing all requirements of the contract in a manner consistent with the highest industry standards, the Contractor must take immediate action to correct the deficiency. Contractor's failure to take immediate action within the time set forth in the Contract Termination clause, will result in termination of the contract and the purchase by MCCCCD of replacement services. In the event MCCCCD must go outside of the contract to complete required services as specified in the Replacement paragraph above, MCCCCD is entitled to exercise all of its remedies under applicable law and in equity. That includes recovery of its expenses and the costs associated with the Contractor's failure to comply with the Contract, including the costs of alternative services to complete the contract work to MCCCCD's satisfaction.

3.20 Risk The Contractor assumes all risk as to difficulties that are due to any unfavorable conditions within its indirect control. Additionally, the Contractor assumes all risk for difficulties in the nature of the project or the work that the Contractor knew or should have known about at the submission of each individual project proposal resulting from this solicitation.

3.21 Confidential Information/Privacy Laws MCCCCD is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of this contract. The contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that MCCCCD identifies to it as confidential without the written authorization of MCCCCD. This requirement survives the termination or cancellation of the contract.

3.22 Work to be Performed by Others MCCCCD reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.

3.23 Extended Contract The Maricopa County Community College District (MCCCCD) has entered into Cooperative Purchasing Agreements with Arizona State University, Maricopa County, and other public entities. MCCCCD is also an active member of the Strategic Alliance for Volume Expenditures (SAVE) Cooperative agreement. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful Proposer, these organizations, or any other campus within MCCCCD, may access any subsequent agreement/contract resulting from a solicitation done by MCCCCD. If the Proposer does not want to grant such access, it must be stated in the Proposal. In the absence of a statement to the contrary, MCCCCD will assume that access is granted by the Proposer to any subsequent agreement/contract.

3.24 Payment Only after the services have been provided shall payment be requested by submitting an itemized invoice (clearly referencing a Purchase Order number), and any required supporting documentation. MCCCCD shall make every effort to process payment within thirty (30) days, or less if a prompt payment discount is offered, after receipt of a correct invoice unless a good faith dispute exists as to any obligation to pay any or all of the invoice. **IN NO INSTANCE, HOWEVER, SHALL SERVICES BE PROVIDED WITHOUT A SIGNED PURCHASE ORDER HAVING BEEN ISSUED BY MCCCCD PURCHASING.** Payment may be delayed for services provided without a valid Purchase Order.

4. PROPOSAL REQUIREMENTS

Paragraph 4.1 below **requires specific, written responses or confirmations.** To be considered for selection, respondents shall meet/provide the following requirements:

4.1 MINIMUM REQUIREMENTS

The Proposer:

- 4.1.1 Must be licensed to do business in the State of Residence of the business (if required by that state).
- 4.1.2 Must provide a completed pricing schedule (Section 8) signed by an authorized company signatory.
- 4.1.3 Must have carefully read and understand all parts of the RFP and certify that the Proposal is made in accordance therewith.
- 4.1.4 Must submit written answers to the respondent questionnaire (Section 7). All answers must be in the order in which the questions were asked.

4.2 SPECIFIC REQUIREMENTS

- 4.2.1 Must have extensive public sector experience in the field of employee benefits, specifically in the area of a self-funded medical plan (funding, administration, and plan design), retiree health, claims, audits, compliance with federal and state laws, actuarial studies, **and have extensive knowledge of the Arizona healthcare market.**
- 4.2.2 Must have actuarial services and legal counsel specializing in IRS and employee benefit law available for inquiries and special project issues.
- 4.2.3 Must be HIPAA compliant.

4.3 DEVIATIONS FROM RFP

Proposers must specifically provide a separate listing of each circumstance in which their proposal differs from any terms or conditions of the request for proposal. Failure to list such a deviation will result in that terms of the proposal being disregarded in favor of the correlative term(s) of the RFP.

4.4 SIGNATURE

The Contractor shall furnish and include all requested information with their proposal. Statements are required to be complete and accurate, and the proposal shall be signed by an authorized signatory of the company (sworn to and notarized, if requested). A proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Omission, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal.

4.5 AWARD CONSIDERATION

From the total information requested, determination shall be made of the Proposer's ability to serve the District. Only proposals from responsible organizations or individuals, as determined by MCCCCD, which have the capability of providing the required services under this RFP, shall be considered. Representatives from the District reserve the right to conduct interviews with the individual proposers for clarification of the proposals presented. The District reserves the right to negotiate any and all provisions presented in the proposals.

4.6 ESCALATION

The District may review a fully documented request for a price increase only after the contract has been in effect for one (1) full year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product or service concerned. The District shall determine whether the requested price increase or an alternate option is in its best interest.

5. SCOPE OF WORK

- 5.1 Track and advise MCCCCD benefits representatives promptly, accurately and directly regarding applicable or changing legal requirements governing benefit plan designing, funding, communicating, notifying and reporting, particularly as those related to self-funded or public sector plans . Consultant is expected to advise MCCCCD only about those legal requirements that relate to MCCCCD's program, and provide MCCCCD benefits representatives with a concise summary of the legal requirements, and any steps required for compliance.
- 5.2. Prepare or review plan documents or other legal documents to insure compliance with policies, procedures, and other legal requirements relative to public sector employee benefit programs including 125 cafeteria benefits plans.
- 5.3 Timely prepare annual medical plan report detailing claims analysis forecasting of annual medical plan costs for budgeting purposes (claims funding and reserves), recommendations to stabilize or decrease plan costs, and calculate the annual premium rates for the medical plan.
- 5.4 Recommend level of reinsurance needed based on full understanding of MCCCCD requirements; prepare bid and negotiate with pertinent carriers; prepare recommendations to decrease reinsurance costs (self-funding etc.).
- 5.5 Assist with administration of pharmaceutical benefit plan including plan structure, rebates, and financial impact of adding new drugs, deleting drugs, or changing drug tiers.
- 5.6 Conduct detailed cost/benefit analysis including plan design changes and financial impact of those changes, and provide concise written analysis with recommendations.
- 5.7 Assist in the resolution of difficult individual health, dental, and/or insurance claims as requested by the Benefit Manager or Vice Chancellor of Human Resources.
- 5.8 Timely notify the MCCCCD benefits representatives directly in advance of changing legal or social trends that will impact its employee benefit programs. This may involve the preparation of written reports, meetings with District committees, and presentations before the District Governing Board.
- 5.9 Perform plan audits as requested.
- 5.10 Assist the Benefits office in developing administrative procedures to insure compliance with all policies and plan documents.
- 5.11 Based on a full understanding of MCCCCD's needs, prepare detailed solicitations seeking bids or proposals for services to support MCCCCD's benefits plan along with vendor questionnaires covering the various benefit programs, as authorized by the District, assist in the evaluation of the proposed carriers, analyze the bids/proposals, and assist in negotiations with qualified proposers.
- 5.12 Assist in the design and production of employee communications materials to include highlights brochures, PowerPoint presentations etc.
- 5.13 Conduct philosophy and objective setting sessions wit the District Benefit Committee and District Governing Board.
- 5.14 Assist in the design of an employee benefit needs assessment.
- 5.15 On a periodic basis, evaluate the cost of employee benefit programs, including flexible benefits offered to District employees. This should be accomplished so as to consider demographic and social changes in the District's workforce as well as the general population. An integral part of this effort would be preparing recommendations to achieve the most feasible-comprehensive employee benefit program at the best possible cost to the employees and the District.

- 5.16 Prepare special reports on matters which are of interest to the District, either upon request of the District or which, in the consultant's opinion, require study and action by the District and if necessary, to testify thereon.
- 5.17 Track and review pertinent legislation for proposed defined contribution pension plans, prepare plan documents, and advise on administrative procedures.
- 5.18 Provide prompt and thorough responses to questions of MCCCCD benefits and financial staff.
- 5.19 Performance measures:

Standard	Performance Measure
Telephone accessibility	100% of telephone calls from MCCCCD staff returned within 2 business days*
Answers to inquiries	<ul style="list-style-type: none"> • Call response rate: 95% within initial call for resolution; 100% within 5 business days for resolution • Written response rate: 95% within 10 business days for resolution; 100% within 15 business days for resolution
Status requests from MCCCCD	No more than 1 status request required annually from MCCCCD staff relating to information or response to inquiry previously requested
Deadline compliance	No instances annually of failure to comply with MCCCCD specified deadline without negotiating an extension with MCCCCD staff
Advice relating to legal requirements	No instances annually of failure to track, to be accurate, or to notify MCCCCD of applicable legal mandates, procedures or notifications

*A penalty of one hour of consulting fees will be credited to MCCCCD's account for each performance measure not adhered to.

6. EVALUATION CRITERIA

The following is a listing of general and specific criteria used for the evaluation of this RFP. The areas include, but are not limited to:

- 6.1. General quality of responsiveness of proposer:
 - A. Ability to meet all terms and conditions
 - B. Completeness and thoroughness of proposal
 - C. Demonstrated grasp of scope of work to be performed
 - D. Description of approach to be taken
 - E. Evidence of effective organizational and management practices, including the ability to meet performance standards
 - F. Qualifications of personnel
 - G. Experience and past performance

- 6.2 Specific areas that will be evaluated:
 - A. The professional, technical and managerial qualifications and experience of the firm and the personnel to be assigned to this account.
 - B. Past experience in providing comparable services to other clients.
 - C. Responses to Minimum and Specific Requirements.
 - D. Respondent Questionnaire responses.
 - E. Pricing.

Proposals will be evaluated in accordance with the following three-step process:

STEP ONE - Verification of each proposer's compliance with the RFP general terms and conditions as listed in Section 1, 2 and 3 of this RFP.

STEP TWO - Verification of each proposer's compliance that all required written responses/confirmations are thoroughly submitted.

STEP THREE – All proposals meeting the criteria as presented in Steps One and Two will then be subjected to a "points-earned compliance matrix". An evaluation committee will evaluate and score the proposals. The proposals will be ranked on a "points-earned" technical, service and financial compliance matrix. Due to this type of evaluation procedure, the lowest dollar priced service **may** or **may not** indicate the successful proposer. Price constitutes only one of several evaluation criteria. Should MCCCCD not be able to determine a successful proposer at this point, some proposers may be requested to make oral presentations to the evaluation committee. These presentations will be scored and added to the initial scoring of the proposal to determine the successful proposer.

7. RESPONDENT QUESTIONNAIRE

7.1 Description of Firm/Personnel

- 7.1.1. Describe your firm, its history, and business philosophy.
- 7.1.2. Describe similar services you have provided to other clients.
- 7.1.3. Give the name(s) of the account manager(s) who will be assigned to MCCCCD on behalf of any resultant contract. Describe his/her relevant qualifications, training and experience, as well as that of any one else who may work on this assignment and what they will do. This will include but not be limited to a resume.

7.2 Past Experience

- 7.2.1. Give the names addresses, and telephone numbers of at least 3 current professional client references that you currently have had under contract for at least 3 years.
- 7.2.2. Describe the work you have done for four (4) public sector clients by completing a matrix below for each client.

Tasks for All Public Clients for July 1, 2007 through June 30, 2008

Name of Client: _____

<u>Task</u>	<u>Hours</u>
Number of employees of this client: _____ employees	N/A
Prepare annual claims report	
Prepare projections of percentage of medical increases for self-funded plans for succeeding fiscal year	
Prepare recommended amount of reserves and budgeting for succeeding fiscal year	
Prepare IBNR report	
Conduct mid-year review of claims budget	
Prepare solicitations for bids for reinsurance and negotiate with carriers	
Total number of bids prepared for this client: _____ bids	N/A

7.3 Services Available

- 7.3.1. Explain why you feel your company should be awarded the contract. Your pricing structure should not be included in your explanation.
- 7.3.2. Describe your ability to provide each element of Section 5 (Scope of Work).
- 7.3.3. Describe the client services you have available to both MCCCCD and the prospective client base (seminars, information network, toll free phone numbers, newsletters, etc.). Provide samples of information, newsletters, and other communications developed to support your available services.
- 7.3.4. Describe the support your company can provide to MCCCCD in preparation for your involvement in employee meetings, communications, and your approach and your assistance in the development and review of bid/proposal specifications, negotiations, etc., especially in regard to a self funded medical plan.
- 7.3.5. Describe your technological resources and how they can be used in the support of the services they provide.
- 7.3.6. Provide any further information that demonstrates your abilities to provide the services requested in this RFP.

NOTE: When responding to this section, clearly identify in your proposal response each paragraph number shown above and your response to that paragraph.

8. PRICING SCHEDULE/FEES

The undersigned has read and understands all conditions and terms of RFP 2865-5, is authorized to submit this proposal on behalf of the company, and hereby offers to perform the services for the pricing or fees indicated below or on any attachment(s).

8.1 Hourly Rates for various professionals for consulting services:

Title/Responsibilities	Hourly Billing Rate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 1st Option Period (July 1, 2010 – June 30, 2011) _____% increase
- 2nd Option Period (July 1, 2011 – June 30, 2012) _____% increase
- 3rd Option Period (July 1, 2012 – June 30, 2013) _____% increase
- 4th Option Period (July 1, 2013 – June 30, 2014) _____% increase

Although you may be submitting a more detailed pricing schedule in lieu of the above as an attachment to this page, the next page must be completed, signed and included with your proposal.

Costs/Fees listed above shall include **all** overhead and profit. No billing will be accepted that shows any other costs than those listed above. This includes, but is not limited to, any out-of-pocket costs, meetings, secretarial, printing, delivery, rent, phone calls, postage, overnight mail service, accounting, fuel charges, office supplies, etc.

(CONTINUED)

Pursuant to Arizona Revised Statute 35-397, proposer certifies that it does not have a scrutinized business operation in either Sudan or Iran.

SIGNATURE _____

(PRINTED NAME) _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX NUMBER _____

E-MAIL _____

Is your firm a:

Corporation* Partnership Individual Joint Venture

* If a corporation, answer the following:

(a) Where incorporated: _____

(b) Date incorporated: _____

(c) Have your Articles ever been suspended or revoked? Yes No

If yes, when, for what reason, and when were they reinstated:

Has your firm or its parent or subsidiaries ever been debarred or suspended from providing any goods or services to the Federal Government or other public entities?

If yes, when, for what reason, and when were they reinstated