



National Joint Powers Alliance®

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

Group Ancillary Employee Benefits and Related Insurance Products

RFP Opening

August 17, 2017 |

8:30 a.m. Central Time

At the offices of the National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #081617

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government, education, and non-profit entities located in all fifty states, issues this Request For Proposal (RFP) to result in a purchasing contract for the procurement of #081617 Group Ancillary Employee Benefits and Related Insurance Products. Details of this RFP are available beginning July 6, 2017. Details may be obtained by letter of request to Procurement Manager, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until August 16, 2017, at 4:30 p.m. Central Time at the above address and opened August 17, 2017, at 8:30 a.m. Central Time.

RFP Timeline

July 6, 2017

Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: <http://www.njpacoop.org/oregon-advertising>), in the print and online version of The State within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

**August 3, 2017
10:00 a.m. CT**

Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).

August 10, 2017

Deadline for RFP questions.

**August 16, 2017
4:30 p.m. CT**

Deadline for Submission of Proposals. Late responses will be returned unopened.

**August 17, 2017
8:30 a.m. CT**

Public Opening of Proposals.

Direct questions regarding this RFP to: Procurement Manager at RFP@njpacoop.org.



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1. Introduction

1.1 About NJPA

NJPA's creation was authorized by Minnesota law as an Educational Service Cooperative Unit, Independent School District #924, to serve government, education, and non-profit entities with solutions, as outlined in Minn. Stat. 123A.21, subd. 7, which are more efficiently delivered cooperatively than by each entity individually.

NJPA is governed by an eight-member board made up of county commissioners, city councilmembers, mayors, or school board members.

NJPA offers cooperative purchasing solutions to its Members. Cooperative purchasing means procurement conducted by or on behalf of one or more governmental units for use by other governmental units.

1.2 Competitive Solicitation Process

NJPA's solicitation process is completed in accordance with Minnesota competitive bidding law. NJPA has determined that the use of an RFP will benefit its Members more than the use of an Invitation for Bid (IFB). The use of an RFP allows Vendors to decrease pricing based on volume, and allows NJPA to consider factors beyond solely price in determining the most responsive and lowest responsible proposer(s).

The procurement process includes:

- Board of Directors' approval to solicit proposals;
- Advertising Requests for Proposals (RFPs) in various print newspapers nationwide and on multiple websites;
- Pre-proposal conferences;
- Time/date stamping of sealed proposals;
- Proposal opening at a specific date and time;
- Evaluation and scoring of the proposals by the NJPA Evaluation Committee based on the criteria outlined in the RFP; and pending completion of the process,
- Award of contract by the NJPA Board of Directors, through its Chief Procurement Officer.

A complete procurement file is maintained by NJPA, and contract documentation is available for review by request.

Contracts are periodically reviewed to ensure vendor compliance with resulting contract terms and effectiveness in meeting the needs of NJPA Members.

Contracts are periodically reviewed to ensure vendor compliance and effectiveness for NJPA Members. NJPA contracts are written with four-year terms.

1.3 Legislative Authority

NJPA's cooperative purchasing contracts are made available to Members nationwide through the Minnesota Joint Exercise of Powers Law, Minnesota Statute §471.59. Members access NJPA contracts through joint exercise of powers laws or cooperative purchasing statutes in their respective jurisdictions. This legal authority allows NJPA to serve Member agencies located in all states. Legal references can be found on at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.



1.4 Purpose of Solicitation

The purpose of this RFP and any resulting contract award or awards is to establish national cooperative purchasing contract, or contracts, for Group Ancillary Employee Benefits and Related Insurance Products for the purchase of products and services detailed in Section 2.1, on behalf of all government, education, and non-profit entities. Contracts are expected to offer price levels that reflect the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.4.1 Exclusive or Multiple Awards

- a. NJPA reserves the right to make a multiple award to more than one offeror.
- b. The award or awards will be limited to the least number of offerors that NJPA determines is necessary to meet the needs of the NJPA and NJPA members
- c. Multiple awards allow for a more comprehensive selection of Market Segmentation which may not be available exclusively through one vendor. The intent will be to offset potential hardship and supply issues and ensure the varied products are available to NJPA and NJPA Members at all times and to assist NJPA in assuring product coverage by providing a more comprehensive selection of products than can be had through one bidder. Only offers that are advantageous to NJPA and NJPA Members shall be considered for multiple award.
- d. Award will be determined by the responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to NJPA and NJPA Members based on the factors or evaluation criteria, (in relative order of importance) set forth in the Request for Proposal(s). The number of suppliers awarded depends on the number of responsible offers submitted and whose proposal(s) are determined in writing to be most advantageous to NJPA based on the factors/evaluation criteria set forth in the Request for Proposal. Partial proposals may be considered for categorical award, only if containing most advantageous offers to NJPA and NJPA Members.

1.4.2 Estimated Volume

This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. The estimated annual premium of this contract is \$7 Million.

1.4.3 List of Proposers

NJPA does not maintain a list of interested proposers, nor will it automatically send RFPs to potential proposers. All interested proposers must request the RFP as a result of NJPA's national advertisements. Because of the wide scope of the potential proposers, NJPA has determined this to be the best method of fairly soliciting proposals.

2. Solicitation Information

2.1 Scope of RFP

NJPA seeks to award vendors that provide solutions for its Members. An RFP title alone may not alert vendors of an opportunity to respond. It is the responsibility of the proposer to examine



the following scope boundaries to determine whether offerings qualify under this RFP. Responses out of the scope of the RFP are considered nonresponsive.

2.1.1 Additional Scope Refinements

In considering the scope of **Group Ancillary Employee Benefits and Related Insurance Products**, this solicitation should be read to include:

- 2.1.1.1 Basic Group Life and AD&D
- 2.1.1.2 Non Contributory Short Term Disability
- 2.1.1.3 Non Contributory Long Term Disability
- 2.1.1.4 Voluntary Life and AD&D
- 2.1.1.5 Voluntary Short Term Disability
- 2.1.1.6 Voluntary Long Term Disability

2.1.2 Additional Scope Refinements

In considering the scope of Group Ancillary Employee Benefits and Related Insurance Products, this solicitation should be read to include ***no more than an incidental offering of*** Voluntary Worksite Benefits.

2.1.3 Additional Scope Refinements

In considering the scope of **Group Ancillary Employee Benefits and Related Insurance Products**, this solicitation should **not** be construed to include:

- 2.1.3.1 Group Health Insurance
- 2.1.3.2 Individual Health Insurance

2.2 General Conditions for Proposals

2.2.1 Post-Award Communications

Vendors must not advertise or publish information concerning any awarded Contract before an award announcement is made by NJPA. Once the award document is executed, a Vendor is expected to advertise the Contract.

2.2.2 Pre-Proposal Conference

2.2.2.1 A pre-proposal conference will be held at the date and time specified in the RFP. The pre-proposal conference informs participants about the competitive solicitation process and allows Proposers to ask questions regarding this RFP. Information will be sent to Proposers who have requested the RFP.

2.2.2.2 Questions that may affect more than one respondent may be answered in writing (typically as an addendum). Only these written responses are binding on the parties to an awarded contract; oral answers are not binding. All proposers must acknowledge their receipt of all addenda in their proposal response. NJPA accepts no liability in connection with the delivery of any addenda.

2.2.3 Questions and Answers about this RFP

Submit all questions about this RFP, in writing, referencing **Group Ancillary Employee Benefits and Related Insurance Products** to Procurement Manager at NJPA 202 12th Street NE, Staples, MN 56479, to RFP@njpacoop.org or (218) 895-4144. NJPA urges Respondents to communicate all concerns well in advance of the submission deadline. Substantive questions received within seven days before the submission deadline may not be addressed. NJPA may field procedural questions up to the submission deadline (See related text on addenda under "Pre-Proposal Conference" above.).



2.2.4 Proposal Format

- 2.2.4.1 All proposers must examine the entire RFP to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Proposers should ask for clarification whenever needed.
- 2.2.4.2 All proposals submitted must be properly labeled and sent to "National Joint Powers Alliance, Attention: Procurement Manager, 202 12th Street NE Staples, MN 56479." Proposals must be submitted in a sealed envelope or box and must prominently identify the proposal number, RFP title, the message "Hold for Proposal Opening," and the deadline for proposal submission. NJPA documents the receipt of proposals by immediately time- and date-stamping them. The proposer is solely responsible for ensuring that the proposal is in the physical possession of NJPA before the submission deadline. NJPA will return untimely proposals to the sender unopened.
- 2.2.4.3 All proposals submitted must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the vendor's response. The proposal must include these items:
 - a. Hard copy original of completed, signed, and dated Forms C, D, E, and F; hard copy of the signed signature-page only from Forms A and B from this RFP;
 - b. Signed hard copies of all addenda issued for the RFP; and
 - c. A complete response in any electronic format, such as on a hard drive, flash drive, or other removable hardware. The electronic copy must contain completed Forms A, B, C, D, E, and F, statement of products and pricing (including apparent discount), and all appropriate attachments.
- 2.2.4.4 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer.
- 2.2.4.5 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

2.2.5 Modification or Withdrawal of a Submitted Proposal

A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform to all instructions.



2.2.6 Proposal Opening Procedure

Proposals are opened on the date provided for public opening. At the time of this public opening, an NJPA representative will read Proposer names aloud and will determine whether each proposal was timely. Pursuant to state statute, only the names of the timely respondents are considered public data until after an award is made. No additional information on proposals is available to the public at the proposal opening.

2.2.7 Rights Reserved

NJPA may exercise the following with regard to the RFP.

- Responses may be organized into subcategories depending on the range and quantity of responses. Should numerous responses be received under a broad category or suite of products, responses may be narrowed for evaluation purposes in order to compare like product categories and preserve the competitive process;
- NJPA may reject any or all proposals received in response to this RFP;
- Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;
- Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;
- Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications serve the interests of NJPA or its members;
- Waive any nonmaterial deviations from the requirements and procedures of this RFP;
- Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of four years;
- Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;
- Correct or amend the RFP at any time with no penalty to NJPA. If NJPA corrects or amends any segment of the RFP after the submission deadline and before the announcement of an award, all Proposers will be given a reasonable opportunity to revise proposals in order to accommodate the correction or amendment. NJPA is not liable for any errors in the RFP or other responses related to the RFP; and
- Extend proposal timelines and deadlines.

2.2.8 Data Practices

Pursuant to Minn. Stat. § 13.591, all materials submitted in response to this RFP are property of NJPA and become public records after the completion of the evaluation process. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Proposer must meet the following requirements:

The Proposer must make the request within thirty (30) days of the award/non-award notification, and include the appropriate statutory justification. Pricing, marketing materials, and financial information are generally not permitted to be redacted. NJPA will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.



The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents and employees from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the purported nonpublic information.

2.2.9 Commission and Reporting.

Vendors will pay to NJPA a commission in exchange for NJPA facilitating this contract.

The commission is calculated as a percentage of the premium volume of all products and services by NJPA members under this contract, including anything represented to NJPA members as falling under this contract.

The commission is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded vendors must not charge NJPA Members more than permitted in order to offset the commission.

NJPA is funded by an administrative fees and commissions calculated as a nominal percentage of sales processed through the NJPA competitively solicited contracts. The fee is paid by the awarded vendors, and is not a cost incurred by Members. It covers the cost of contract administration, operating expenses, and other purposes as allowed by Minnesota Statute. NJPA does not collect membership dues or receive state or federal dollars.

2.3 Evaluation Process

2.3.1 Evaluation Factors

The award decision is based on multiple factors, including: qualifications, ability to perform under the contract, pricing and discounts, and payment terms. NJPA will award Vendors providing the best value, and recognize that this may result in an award or awards other than the lowest price.

2.3.1.1 Clarifications.

The evaluation committee may request clarifications, an interview with or presentation from any or all of the Proposers as allowed by Minn. Stat. 123B.52. NJPA may refuse to accept, in full or partially, the response to a clarification request given by a Proposer. Proposers are cautioned that the evaluators are not required to request clarifications, all offers should be complete and reflect most favorable terms. Proposers shall be prepared to send qualified personnel to Staples, Minnesota to discuss technical and contractual aspects of the proposal.

2.3.1.2 Evaluation Process Explanation.

NJPA employees will review all proposals. All proposals will be initially classified as being responsive or non-responsive based on whether or not they have met the mandatory requirements as described below in Appendix A. If a proposal is found non-responsive, it will not be further considered. All responsive proposals will be evaluated based on stated evaluated criteria. Any references in an answer to another location in the RFP materials or Proposal will have specific page numbers and sections states in the reference.



2.3.1.3 Eligibility

To be eligible for consideration, a Proposer must meet the intent of all requirements. Compliance with the intent of all requirements will be determined by NJPA. Responses that do not meet the full intent of all requirements listed in this RFP may be deemed deficient. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

2.3.2 Evaluation Criteria

2.3.2.1 Mandatory Criteria

During the evaluation of the mandatory criteria, evaluators determine whether the technical components are sufficiently responsive for evaluation. A checklist is used to evaluate compliance with these requirements (Appendix A). All completed checklists are kept as part of the procurement file. The mandatory criteria are scored on a pass/fail basis. If any component receives a failing score on any item or contains an item which for some reason cannot be evaluated, it will be deemed non-responsive.

2.3.2.2 Technical Criteria

Business/technical components are evaluated against pre-established criteria to measure Proposer merits and responsiveness to RFP requirements in each of 6 categories. The evaluated categories are:

- Contractual provisions – Refer to Form A, Attachment 1 “Contract Provisions” and Form A, Attachment 2 “NJPA Bid Specs.”
- Public Entity Experience
- Marketing Support, Allowances, and Plan
- Demonstrated ability to provide excellent account management
- Market Segmentation and Focus – The competitiveness of each market segment by employee size will be evaluated.
- Socio-Economic Attributes

2.3.2.3 Cost Criteria

Proposals will be evaluated against pre-established criteria to measure cost proposals in each of 4 categories. The evaluated categories are:

- Rates –Refer to Form B, Attachment 1 “Composite Rate by Line of Coverage” and Form B, Attachment 2 “Current Census Data.”
- Renewals - For each renewal period, the NJPA Life & Disability program uses a proprietary loss allocation model to set / modify rates for each of the employer groups in the pool. The incumbent insurer, requires only that an overall target premium be collected, but allows flexibility in what rates are to be charged to each employer group in order to meet the agreed upon target premium.
- Marketing Discretion and Underwriting Authority – Refer to Form B, Attachment 3. Confirm minimum underwriting authority guidelines. Additionally, please clarify if you are able to enhance the listed guidelines.
- Exclusivity - The exclusivity clause states that proposals offered to the same employer group, subsequent to the NJPA pooled proposal, must be higher in price than the comparable NJPA proposal.



2.3.2.4 Other Considerations

- a. NJPA has no obligation to consider information not provided in the response. NJPA may consider information outside the response. Such information may include websites, industry publications, listed references, and user interviews.
- b. A proposer's past performance under previously awarded contracts to government, education, and non-profit entities is relevant in evaluating a proposer's current response. Past performance includes the proposer's record of conforming to published specifications and to standards of good workmanship, as well as the proposer's history for reasonable and cooperative behavior and for commitment to member satisfaction. Incumbency as an awarded vendor does not, by itself, merit positive consideration for a future contract award.

2.4 Proposal Content and Organization

2.4.1 Vendor Responsibility.

Proposers are responsible for recommending the most effective and efficient offering(s). Proposers shall present explanations of their offering(s), including ancillary services, value added services, or other criteria.

2.4.2 Conflict of Interest.

The Proposer must provide documentation of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this RFP. The list should indicate names, the relationship, and details of the conflict.

The Proposer warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to conflicts of interest. A conflict of interest exists when, because of existing or planned activities or because of relationships, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing under the contractor might be otherwise impaired, or the vendor has an unfair competitive advantage. The Proposer agrees that, if after award of contract, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to NJPA that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, NJPA may, at its discretion, cancel the contract. In the event the Proposer was aware of any conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, NJPA may terminate the contract for default.

2.4.3 Contract Term and Effective Date.

At NJPA's option, any contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors through the Chief Procurement Officer (CPO) or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product or services and will continue for a term of four years. NJPA seeks to avoid having vendors with overlapping contracts for the same offerings. Sometimes NJPA members' needs dictate that multiple similar contracts be maintained concurrently. NJPA reserves the right to have the Contract effective date align with what is most advantageous to its members' needs. Vendors, on the other hand, cannot request a different effective date that would result in delaying the start of



the four-year contract term. NJPA intends that contracts with multiple awarded vendors will expire on the same date, so any delayed effective date may shorten the normal four-year contract term.

2.4.4 Submitting a Proposal.

Each Proposer submitting a response warrants and represents that:

- a. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- b. Proposer understands that costs for developing and delivering responses to this RFP and any subsequent presentation of the proposal as requested by NJPA are entirely the responsibility of the Proposer. NJPA is not liable for any expense incurred by the Proposer in the preparation and presentation of their proposals.

2.4.5 Exceptions to NJPA Master Contract Terms and Conditions (Appendix C)

Any exceptions, deviations, or contingencies that a respondent seeks regarding the terms and conditions outlined in the NJPA Master Contract terms and conditions (Appendix C) must be documented on Form C, *Exceptions to NJPA Master Contract Terms and Conditions Request*. Provisions within the RFP are not considered legal terms and conditions and as such, any clarifications to those provisions should not be included in the Form C, but instead should be outlined in your proposal.

2.5 Protest of Awards

2.5.1 Process.

Protests must be filed with NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota rules, if any. Protests will only be accepted from Proposers. A protest of an award or non-award must be filed in writing with NJPA within 10 calendar days after the public notice or announcement of the award or non-award. A protest must include the following items:

- a. The name, address, and telephone number of the protester;
- b. The original signature of the protester or its representative (you must document the authority of the representative);
- c. Identification of the solicitation by RFP number;
- d. Identification of the statute or procedure that is alleged to have been violated;
- e. A precise statement of the relevant facts;
- f. Identification of the issues to be resolved;
- g. The aggrieved party's argument and supporting documentation;
- h. The aggrieved party's statement of potential financial damages; and
- i. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

2.6 Post-Award

2.6.1 Use of contract.

NJPA and its members reserve the right to obtain products and services from any source of their choice, or through any other permissible means, including but not limited, to a contract resulting from this RFP.

2.6.2 Subsequent Agreements

2.6.2.1 Purchase Order.

Purchase orders for products and services may be executed between NJPA Members and the Awarded Vendor (or Vendor's sub-contractors, dealers, affiliates) as outlined



and permitted under the Master Contract. NJPA Members and Vendors must indicate on the face of such purchase orders (or other agreement) that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Specific purchase order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

2.6.2.2 Additional Terms and Conditions.

Additional terms and conditions to a purchase order (or other agreement) may be proposed by NJPA, NJPA members, or vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. This provision is intended to allow NJPA members to incorporate necessary terms and conditions as may be required by local rule, policy or law into purchase orders or other agreements utilizing the general terms and conditions of the NJPA awarded contract. Any additional terms and conditions proposed or added by agreement of the parties may not interfere with the general purpose, intent, or express language of established terms and conditions contained in an NJPA awarded contract. NJPA reserves the right to determine the program manager for the Group Ancillary Employee Benefits and Related Insurance Products. Current program manager is Alliant Insurance Services, Inc.

2.6.3 Price and Product Changes

Awarded vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (Appendix E), signed by an authorized vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to the assigned Contract Administrator.

3. Technical Proposal

3.1 Form A

3.1.1 Socio-Economic Attributes

A. Historically Underutilized Businesses.

NJPA invites and encourages proposals by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and disabled or Vendors who will commit to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities..

4. Cost Proposal

4.1 Form B

5. Forms



Form A-Technical Proposal

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address:
_____**COMPANY PERSONNEL CONTACTS Authorized signer for your organization**

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____



Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Contractual Provisions

1. Complete Form A, Attachment 1 "Contract Provisions" and include with your Response (Refer to Form A, Attachment 2 "NJPA Bid Specs").
2. Clearly define and explain any deviations to the current plans including any provisions or exclusions. Add any additional provisions that your firm offers that may not be on the list (please note if the provisions are standard or if they have an additional cost).
3. Actively-at-work provisions will be waived on the effective date of this plan, and on the effective date of new entities joining either Program. Will your firm be able to comply with this provision?
4. Please confirm if existing enrollment forms and beneficiary designations will be accepted in the event of a claim.
5. Please provide your Continuation provision that will be provided standard to all groups.
6. Please provide your Waiver of Premium notice of claim provision that will be provided standard to all groups.
7. Proposals may not include minimum premium participation requirements for contributory plans. Is your firm able to comply?
8. The Life and Disability vendor must be able to accommodate all benefit plans as currently structured. Due to collective bargaining MOUs in place with each member, proposals should not require altering benefit schedules. Deviations, including any provisions or exclusions from current benefit schedules, must be clearly defined. Please confirm or note deviation.
9. Provide sample contracts and booklets for the products you are quoting.
10. Each member group within NJPA will have a group specific policy number and will receive a group specific plan documents. Confirm this is included as part of proposal.
11. A 180-day notice of termination from your organization to NJPA and a 30-day notice of termination from NJPA to your organization is a requirement. Is your firm able to comply with this requirement?
12. Current enrollment and participation levels under all Programs will be accepted. Is your firm able to comply with this requirement?

Public Entity Experience



13. Does your firm have any current or prior experience working with public agency insurance pools similar to NJPA?
 - a. If so, are any of those pools National?
 - b. If so, do any of those arrangements present potential conflicts of interest with the NJPA Life and Disability Program?
 - c. Please describe why or why not.

14. How many public entities has your firm written over the last 3 years? These can include cities, counties, school districts, special districts, housing authorities, fire districts, and other Joint Powers Authorities.

15. How many public entities do you currently have with Alliant Insurance? If decided and agreed upon, would you consider converting these employer groups as founding members of the newly established NJPA pool with your company?

16. Given the characteristics of the NJPA pool, what uniquely positions your firm as a good fit for this account?

17. Provide 3 references for your public entity clients.

Marketing Support/Allowances/Plan

18. Please confirm if your firm will provide a marketing allowance stipend for the promotion and growth of the program, (e.g. communication pieces, symposiums, conference booth exhibits etc.). Would your firm be willing to create such a stipend/allowance and, if so, how much financial (or other) assistance would you be willing to invest for the initial term (until program renewal date of 1/1/2022) to help grow your block of business with the NJPA?

19. Cross Selling Opportunity

Please describe your firm's approach towards the expansion of group voluntary / supplemental life insurance. Many of the members in the NJPA Life and Disability program offer supplemental life, but there remains a significant opportunity to expand enrollment in these offerings. How would your firm propose to handle this growth opportunity?

20. Please refer to section 3.1.3 of this RFP and describe the marketing plan you plan to implement.

Account Management and Service

21. The current carrier provides a single service team to manage the entire program. Would your firm require regionalized service teams or could you support the program with a single service team? Will a dedicated account management team be assigned to service NJPA? If yes, please provide the names, roles and general background of the team members that will be assigned to the NJPA Program.
 - a. Also, please describe the level of account support that will be allocated to this account at your firm on a day-to-day basis for:
 - i. service support
 - ii. strategic management
 - iii. sales and business growth support



- iv. and other relevant areas that will require resource dedication from your firm
22. What customer service office(s) will service NJPA, and what are their respective hours of operation during which live representatives can be reached?
23. Describe your internet capabilities to share information with members. Please provide your web site address, and explain what information is available on the web site.
- b. Can booklets/summaries be viewed online?
 - c. Are there any online billing capabilities?
 - d. Can members file claims, access forms, and view claim status online?
24. How will claim history be monitored for performance and potential improvement?
25. Please describe how your firm will accommodate the ongoing analysis of pool performance. At a minimum, are you able to provide the following reports?
- e. Annual utilization reports showing claims activity
 - f. Ad hoc reporting capabilities
26. Additionally, please describe any subsequent reporting capabilities you possess, that will aid in the ongoing and/or renewal analysis of the pool.

Market Segmentation and Focus

27. Which market segment by employee size is your firm the most competitive (specifically pertaining to new business acquisition)? Please provide specific examples to support. Further, please explain your competitiveness and/or strengths in the following market segments. In your explanation, please focus on public agencies within each of the categories.
- a. Under 100 employees
 - b. 100 – 500 employees
 - c. 500 – 1,000 employees
 - d. Over 1,000 employees

Socio-Economic Attributes

28. Describe any technological advances that your proposed products or services offer.
29. Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
30. Please provide your company’s environmental policy.
31. Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained or your ability/historical willingness to do business with organizations that are either small or MWBE as defined by the Small Business Administration. Provide examples as necessary.



Signature: _____ Date: _____



Form B-Cost Proposal

Proposer Name: _____

Questionnaire completed by: _____

Rates

1. Complete Form B, Attachment 1 “Composite Rate by Line of Coverage” and include with your Response (Refer to Form B, Attachment 2 “Current Census Data”).
2. The effective date of this contract is January 1, 2018. The first plan year will be 1/1/2018 – 1/1/2019. Would your firm be able comply with this start date and plan year?
3. The NJPA Life and Disability program renews July 1st of odd years (2017, 2019, 2021...) and January 1st of even years (2018, 2020, 2024...). Groups may join effective the first of any month with at least a two year rate guarantee in order to align with the program renewal. The next pooled renewal is January 1, 2018. Regardless of initial effective date for new entrants, the NJPA pool will renew in two year cycles. Each employer group is evaluated and rated on its own merit before entrance to the pool. Would your firm be able to quote new business with similar rate guarantee duration? If not, please explain your recommended approach.
2. In your proposal, please provide an overall proposed super-composite rate by line of coverage.
3. In the event of enrollment shifts due to groups leaving, existing rates will not be impacted until renewal. Claims experience of all participating employers in the Programs will be used to determine renewal action. NJPA/Alliant Underwriting reserves the right to allocate the rate action among the participating employers provided that the desired premium amount is not compromised.

Renewal

4. Renewal indication to be received 6 months prior to renewal. Renewal letters to be received 5 months prior to renewal. Please respond if you are unable to meet this requirement.
5. Is your firm able to derive rates (prospective and existing block) using a whole-case underwriting approach? For example, are you able to blend premiums among life and disability coverage to provide increased financial stability across products. Are you able to do so between employer paid and voluntary coverage (i.e. Basic Life and Voluntary Life), as well as among employer paid coverage only (i.e., Basic Life and Employer paid STD)?
 - a. If so, are there any special requirements or disclosures?
6. For each renewal period, the NJPA Life & Disability program, under advisement from the program manager, uses a proprietary loss allocation model to set / modify rates for each of the employer groups in the pool. The incumbent insurer, requires only that an overall target premium be collected, but allows flexibility in what rates are to be charged to each employer group in order to meet the agreed upon target premium. Are you able to accommodate such an arrangement? If not, please explain how your requirements would differ.

**Marketing Discretion**

7. Complete Form B, Attachment 3, and include with your Response.
8. Currently, the program manager is afforded a specific amount of marketing discretion in discussing potential savings with prospective program members. This 'field underwriting' discretion is, at times, key to initiating prospective discussions and is an important aspect of the program's distribution strategy. The current marketing discretion provided to Alliant is outlined in an attached table. Please review and complete the table in the space provided (in spreadsheet), and clearly specify any enhancements/differences that you are proposing when compared to current

Underwriting Authority

9. In addition to maintaining competitive insurance and premiums for its members, the NJPA is a growth driven program and is looking for a partner to help foster continued growth. There is currently a level of field underwriting authority that is given to the NJPA and the program manager to assist in the pursuit of new business growth. Will your firm be able to match or possibly enhance this underwriting authority? If so, please describe your approach.

Exclusivity

10. The NJPA has contractual arrangements with the incumbent carrier to offer certain levels of exclusivity for competing proposals, outside the pooled arrangement. At current, the exclusivity clause states that proposals offered to the same employer group, subsequent to the NJPA pooled proposal, must be higher in price than the comparable NJPA proposal. Are you able to accommodate such an arrangement? If not, please explain how your methodology would differ.

Fees and Commission

11. All fees shall include up to 14% commissions which includes program management fees and administration fees. Please provide your firm's proposed commission split with the Program Manager and NJPA.

Signature: _____ Date: _____



Form C-Exceptions to NJPA Master Contract Terms and Conditions (Appendix C) Request

Company Name: _____

Any exceptions to the legal terms and conditions in Appendix C- Sample Master Contract must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below. Please note that proposal specifications (such as warranties, shipping, etc), are not viewed as legal exceptions and should not be noted here.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Approved as to Content and Form:

NJPA General Counsel



**Form D-Proposer Assurance of Compliance
PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submits the foregoing proposal (the "Proposer") and swears that the following statements are true to the best of his or her knowledge.

The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this contract.

The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a contract award under this RFP.

The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

The Proposer agrees to deliver products and services through valid contracts or means that are acceptable to NJPA members.

The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____



Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



Form F-Contract Acceptance and Award



(To be completed only by NJPA)

NJPA

Proposer's full legal name

Your proposal is hereby accepted, and a contract is awarded, pending execution of the NJPA Master Agreement. As an awarded Proposer, you will be bound to provide the defined products and services contained in your proposal offering according to all terms, conditions in the Master Agreement, and pricing set forth in your Proposal, any amendments to the Master Agreement, your response, and any exceptions accepted by NJPA.

The effective start date of the contract will be _____, 20____ and will continue until _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from contract effective date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
 NJPA Chief Procurement Officer _____ (Name printed or typed)

Awarded this _____ day of _____, 20_____ NJPA Contract Number # _____

NJPA Authorized signature: _____
 NJPA Board Member _____ (Name printed or typed)

Executed this _____ day of _____, 20_____ NJPA Contract Number # _____

The Proposer hereby accepts this contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ (Name printed or typed)
 Title: _____

Executed this _____ day of _____, 20_____ NJPA Contract Number # _____



6. Appendices

Appendix A-Mandatory Criteria Checklist

*Need to develop

Mandatory Criteria	Yes	No
Form A signature page		
Form B signature page		
Form D signed		
Form E signed		
Form F signed		
Identify Name and title of person authorized to contractually obligate company		
Acknowledgment of receipt of all amendments/addenda		
Effective Date of 1-1-2018 <ul style="list-style-type: none"> • First Plan year will be 1/1/2018 – 1/1/19 		
Actively-at-work provisions will be waived on the effective date of this plan, and on the effective date of new entities joining either Program.		
Proposals may not include minimum premium participation requirements for contributory plans.		
All fees shall include up to 14% commissions which includes program management fees and administrative fees.		
A 180-day notice of termination from your organization to NJPA and a 30-day notice of termination from NJPA to your firm are required.		
Current enrollment and participation levels under all Programs will be accepted.		



Appendix B-Scoring Matrix
SCORING MATRIX

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Rates	150		
Renewals	150		
Marketing Discretion & Underwriting Authority	150		
Exclusivity	75		
Fees and Commission	50		
Account Management and Service	75		
Contractual Provisions	75		
Public Entity Experience	75		
Marketing Support and Allowances	75		
Market Segmentation and Focus	75		
Socio-Economic Attributes	50		
TOTAL POSSIBLE POINTS	1000		



Appendix C-Sample Master Contract Terms and Conditions

NJPA MASTER CONTRACT

This Contract is effective as of _____

BETWEEN:

National Joint Powers Alliance (NJPA)

AND:

_____ **(Vendor)**

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE I-DEFINITIONS

"Business Day" means any working day, Monday to Friday inclusive, but excluding federal holidays, namely: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas Day.

"Contract" means the aggregate of: (a) the Master Contract including any schedule attached at the time of execution; (b) the Proposal; and (c) any amendments and pricing changes executed in accordance with the terms of the Agreement.

"Proposal" means all of the documentation submitted by the Vendor in response to the RFP;

"RFP" means the Request for Proposal dated _____ for [name of RFP] issued by NJPA and any addenda to it.

ARTICLE II-NATURE OF RELATIONSHIP BETWEEN NJPA AND VENDOR

2.01 Vendor's Power to Contract

Vendor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other person which would in any way interfere with the rights of NJPA under this Contract.

2.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by law.

2.03 Relationship of Parties

Vendor will have no power or authority to bind NJPA or to assume or create any obligation or responsibility, express or implied, on behalf of NJPA. Vendor will not hold itself out as an agent, partner, or employee of NJPA. Nothing in the Contract will have the effect of creating an employment, partnership, or agency relationship between NJPA and the Vendor (or any of the Vendor's directors, officers, employees, agents, partners, affiliates, volunteers, or subcontractors).

2.04 Assignment of Contract

No right or interest in this contract may be assigned, nor delegation of any duty of the Vendor be made or transferred by the vendor without prior written permission by NJPA. Any change in control of the Vendor resulting from a merger, consolidation, stock transfer or asset sale will not be deemed an



assignment, transfer or delegation of duty for purposes of this Contract that requires NJPA's prior written consent.

2.05 Duty to Disclose Change of Control

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract and NJPA must be notified. NJPA reserves the right to reject the acquiring entity as a vendor. A change-of-name agreement will not change the contractual obligations of the vendor.

2.06 Contract Binding

The Contract will enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE III-INDEMNITY

3.01 Indemnification.

In the performance of this Contract by Vendor, or Vendor's agents or employees, Vendor must indemnify, save, and hold harmless NJPA, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by NJPA, to the extent caused by Vendor's:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions that give rise to strict liability; or
- C. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of NJPA's sole negligence. This clause will not be construed to bar any legal remedies Vendor may have for NJPA's failure to fulfill its obligation under this Contract.

ARTICLE 4-TERM AND TERMINATION

4.01 Contract Term.

The effective start date of the contract will be _____, 20____ and will continue until _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from contract effective date). This contract may be extended for a fifth year at NJPA's discretion.

4.02 Material Breach.

NJPA reserves the right to cancel, for cause, all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition, including, but not limited to performance-based obligations such as reporting, training, and marketing, contained in the Contract. Before cancelling the Contract, NJPA will provide written notice to the Vendor containing sufficient detail as to the specific obligation, terms or conditions found to be in breach. Upon receipt of the written notice of breach, the Vendor will have ten business days to provide a written response to NJPA. If the Vendor fails to reasonably address all issues contained in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**4.03 Cure Period.**

Upon receipt of the written notice of breach, the vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the vendor fails to reasonably address all issues in the written notice, NJPA may terminate the contract immediately. If NJPA allows the vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the contract for continued breaches for which notice was given to the vendor. Termination of the contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

4.04 Bankruptcy or Third Party Acquisition.

NJPA may terminate the contract if the vendor files for bankruptcy protection or is acquired by an independent third party. The vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/debarments that occur during the contract period. Failure to disclose such information authorizes NJPA to immediately terminate the contract.

4.04 Termination without Cause.

NJPA or the vendor may terminate the contract without cause by giving the other party sixty (60) days' written notice of termination. Termination of the contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

4.05 Immediate Termination.

NJPA may immediately terminate any contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the vendor or any agent or representative of the vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

4.06 Survival.

The mutual obligations contained in any purchase order or agreement entered into and executed under this Agreement between Vendor and NJPA or an NJPA Member will survive the termination or expiration of this Agreement.

Article 5-Commissions and Compliance**5.01 Commission.**

Vendors will pay to NJPA a commission in exchange for NJPA facilitating this contract.

The commission is calculated as a percentage of the premium volume of all products and services by NJPA members under this contract, including anything represented to NJPA members as falling under this contract.

5.02 Reporting Sales Activity.



Awarded vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA members as it applies to this RFP and contract. This report must be provided even if the vendor has no contract sales for the quarter. Failure to accurately report sales may result in the termination of the contract and/or other remedial measures.

5.03 Pricing and Audits.

Vendors are not permitted to charge NJPA Members higher prices than what is agreed to under the NJPA Contract. Vendor will ensure that all pricing will be verifiable and auditible from the date of Contract award. Periodically, as permitted under the RFP, Vendor may request price increases or decreases that may be approved by NJPA. However, Vendor agrees that there will be no retroactive price increases.

NJPA relies substantially on the reasonable auditing efforts of both members and awarded vendors to ensure that members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. To ensure proper reporting and pricing practices, the vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that members make from the vendor under the awarded contract. NJPA may request this information at any time and will make such requests in writing. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this contract. Unwillingness or inability to supply reasonably requested audit information will constitute grounds to terminate the contract for cause.

5.06 Awarded vendor's interest in a contract that results from this RFP.

Awarded vendors shall offer NJPA Members only those products and services specifically awarded in the-awarded contract(s). Awarded vendors may not offer as "contract compliant" products and services that are not specifically identified and priced in their NJPA-awarded contract.

Article 6-General Terms and Conditions

6.01 Order of Precedence.

In cases of conflict between specific provisions in this solicitation or those in any resulting Contract, the order of precedence will be (high to low): 1) any special terms and conditions specific to this RFP; 2) any subsequent agreements between an NJPA Member and Vendor; 3) this NJPA Master Contract in Appendix B; and 4) Vendor's proposal.

6.02 Compliance with laws and standards.

All items supplied on this contract must comply with any current applicable safety or regulatory standards or rules. The Vendor will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

6.03 Prevailing wage.

The vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA member. The vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this contract and adjust wage rates accordingly.

6.04 Affirmative Action and Immigration State Certification.



An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Immigration Status Certification may be required by NJPA or NJPA members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

6.05 Governing Laws, Jurisdiction, and Venue.

This Master Contract and the solicitation will be governed by the laws of the State of Minnesota, including but not limited to the Uniform Municipal Contracting Law, and any litigation with respect thereto whereby NJPA is a party will be brought in the courts of Todd County, Minnesota, unless otherwise agreed or as otherwise noted in Paragraph 5.06.

6.06 Governing Law for NJPA Member Purchase Orders/Subsequent Agreements.

Purchase orders or any subsequent agreements with NJPA Members must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the member. All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the contract should be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase orders will be a court of competent jurisdiction with respect to the NJPA Member unless otherwise agreed.

6.07 Force Majeure.

Neither party will be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural even or act of God.

6.08 Severability.

In the event that any of the terms of this Contract are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the contract, but such invalidity or unenforceability does not invalidate any of the other terms of this Contract.

6.09 Insurance.

The awarded vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Sales under the contract must not begin until the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.10 Applicability to Subcontractors.

Article 7- Federal Terms and Conditions

This Contract will include the following provisions per the Code of Federal Regulations, Title II, Part 200, Appendix II, which are hereby incorporated into and form part of the terms and conditions of the Contract:



7.01 Equal Employment Opportunity Act (Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60).

Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

7.02 Davis-Bacon Act (40 U.S.C. 3141-3148).

For prime construction projects in excess of \$2,000 under which Vendors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and will be required to pay wages not less than once a week. A copy of the current prevailing wage determination can be found at <http://www.wdol.gov>. This includes the Copeland “Anti-Kickback Act (40 U.S.C. 3145) providing that each Vendor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

7.03 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Under Contracts awarded in excess of \$100,000, Vendors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. Nor construction laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

7.04 Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.

If a Member is making a purchase with a Federal award that meets the definition of “funding agreement” under 37 CFR §401.2(a), and the Vendor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Vendor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and implementing regulations issued by the awarding agency.

7.05 Clean Air Act (42 U.S.C. 7401-7674q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387).

Violations are to be reported to the regional office of the Environmental Protection Agency (EPA).

7.06 Debarment and Suspension (Executive Orders 12549 and 12689).

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.

7.07 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Vendors that compete for an award exceeding \$100,000 must file certification that it will not use federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant, or other award.

7.08 Anti-Kickback Act.

For construction or repair projects in excess of \$2,000, Vendors shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3).



7.08 Buy America Act.

Vendors agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver.

Vendors will be required, if applicable to sign separate Certificates of Compliance.

7.09 Energy Policy and Conservation Act.

Vendor agrees to comply with the applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C.

7.10 Right to Audit.

Members, and any of their duly authorized representatives, will have access to and the right to examine any pertinent books, documents, papers, any records of Vendors involving transactions related to their respective purchases.

7.11 Certifications.

Vendors may be required to sign separate documents for Members, certifying compliance with certain federal contract provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their authorized representatives effective the date first above written.

National Joint Powers Alliance

(Vendor)

By _____
Authorized Signature-Signed

By _____
Authorized Signature-Signed

By _____
Name-Printed

By _____
Name-Printed

Title _____

Title _____

Date _____

Date _____

Appendix D-NJPA Member List



NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



ADDENDUM ONE (1)

To that certain

NJPA RFP #081617

Issued by

National Joint Powers Alliance®

For the procurement of

Group Ancillary Employee Benefits and Related Insurance Products

Consider the following to be part of the above-titled RFP: clarification regarding scope

2.1.1 Additional Scope Refinements

In considering the scope of **Group Ancillary Employee Benefits and Related Insurance Products**, this solicitation should be read to include:

- 1.1.1.1 Basic Group Life and AD&D
- 1.1.1.2 Non Contributory Short Term Disability
- 1.1.1.3 Non Contributory Long Term Disability
- 1.1.1.4 Voluntary Life and AD&D
- 1.1.1.5 Voluntary Short Term Disability
- 1.1.1.6 Voluntary Long Term Disability
- 1.1.1.7 Carrier ONLY responses**
- 1.1.1.8 MUST participate with NJPA's program manager**

1.1.2 Additional Scope Refinements

In considering the scope of **Group Ancillary Employee Benefits and Related Insurance Products**, this solicitation should be read to include ***no more than an incidental offering of*** Voluntary Worksite Benefits.

1.1.3 Additional Scope Refinements

In considering the scope of **Group Ancillary Employee Benefits and Related Insurance Products**, this solicitation should **not** be construed to include:

- 1.1.3.1 Group Health Insurance
- 1.1.3.2 Individual Health Insurance

Acknowledgment of Addendum One (1) to RFP #081617 emailed on July 25, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.



ADDENDUM THREE (3)

To that certain

NJPA RFP #081617

Issued by

National Joint Powers Alliance®

For the procurement of

Group Ancillary Employee Benefits and Related Insurance Products

Consider the following to be part of the above-titled RFP: 1) questions and answers

Question and Answer:

QUESTION: Form A, Question 20, refers to section 3.1.3 of the RFP, as it relates to a marketing plan. I cannot locate section 3.1.3 within the RFP. Is this a separate attachment or was it not originally provided in the RFP?

ANSWER: The reference to section 3.1.3 of the RFP is a typographical error and may be disregarded. Respondents should include a description of their marketing plan in response to Question 20.

QUESTION: Are retirees covered for life insurance? If so, do you have zip codes?

ANSWER: Yes, but not all groups are covered, the benefit summaries provided include which groups have retirees. Zip codes cannot be included at this time as they have not been provided historically.

QUESTION: Is NJPA willing/able to be the policyholder so that the risk may be legally aggregated? If not, is the incumbent carrier using any trust vehicle for aggregating risk today?

ANSWER: NJPA will not be the policyholder. The incumbent carrier's underwriting department has handled this issue internally. We leave it up to the carrier to legally administer the program.

QUESTION: Will the response due date be extended?

ANSWER: Due to the timeframe of the upcoming renewal and the time needed for brokers to deliver renewal rates, we will not be extending the deadline.

QUESTION: Are booklets or certificates available rather than the benefit summaries?

ANSWER: No, booklets and certificates are not available.

QUESTION: As it pertains to the request for experience, address the following questions:

- Is one consolidated census available with a group indicator, state of residence, DOB, Gender, Salary, and benefit elections?

- **In the absence of a full census, could we get an idea of what states the groups and members reside in?**

ANSWER: No, we do not house a consolidated census and we are not able to provide what state the groups and members reside in.

- **Are you able to provide 3-5 years of current and combined Life premium, volume, lives, and claims?**

ANSWER: No, we do not house or carry such a report.

- **Are you able to provide 2-3 years of combined STD paid premium, lives, and paid claims?**

ANSWER: No, we do not house or carry such a report.

- **Are any LTD premium and incurred claims (P&I) available? If so, please provide the prior 3-4 years.**

ANSWER: No, we do not house or carry such a report.

Acknowledgment of Addendum Three (3) to RFP #081617 emailed on August 11, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.



ADDENDUM TWO (2)

To that certain

NJPA RFP #081617

Issued by

National Joint Powers Alliance®

For the procurement of

Group Ancillary Employee Benefits and Related Insurance Products

Consider the following to be part of the above-titled RFP: 1) question and answer; 2) clarification of title page; and, 3) modification of Appendix B - Scoring Matrix.

Question and Answer:

QUESTION: Is this Request for Proposal intended to result in an award of a contract (or contracts) for use by NJPA's Members in Canada?

ANSWER: The primary focus of this solicitation is not an award of a contract (or contracts) for use in Canada. However, a proposal that encompasses a solution for Group Ancillary Employee Benefits and Related Insurance Products that may be used by Members in Canada is not expressly excluded.

Clarification of Title Page:

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

**Group Ancillary Employee Benefits and Related Insurance
Products**

RFP Opening

August 17, 2017 |

8:30 a.m. Central Time

At the offices of the National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #081617

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government, education, and non-profit entities located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a purchasing contract for the procurement of #081617 Group Ancillary Employee Benefits and Related Insurance Products. Details of this RFP are available beginning July 6, 2017. Details may be obtained by letter of request to Procurement Manager, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until August 16, 2017, at 4:30 p.m. Central Time at the above address and opened August 17, 2017, at 8:30 a.m. Central Time.

Modification of Appendix B - Scoring Matrix:

Appendix B-Scoring Matrix
SCORING MATRIX

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Rates	175		
Renewals	150		
Marketing Discretion & Underwriting Authority	150		
Exclusivity	100		
Fees and Commission	50		
Account Management and Service	75		
Contractual Provisions	75		
Public Entity Experience	75		
Marketing Support and Allowances	75		
Market Segmentation and Focus	75		
Socio-Economic Attributes	50		
TOTAL POSSIBLE POINTS	1000		

Acknowledgment of Addendum Two (2) to RFP #081617 emailed on August 7, 2017.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.