

OWENS VALLEY CAREER DEVELOPMENT CENTER

TUNIWA NOBI FAMILY LITERACY, NÜMÜ YADOHA LANGUAGE PROGRAM, AFTERSCHOOL PROGRAM, TRIBAL TANF, CAREER EDUCATION, EARLY HEAD START, KERN INDIAN EDUCATION CENTER; NATIVE AMERICAN CAREER AND TECHNICAL EDUCATION PROGRAM

Request for Proposals 18-19-94

DATE: February 28, 2019

PROJECT TITLE: Employee Benefits Insurance & Programs Consultant/Broker

PROPOSAL DUE DATE: Proposals must be received by **March 29, 2019 at 5:00pm PST. In the event no proposals are received from qualified bidders by the close date; this RFP will remain open until an agreement is awarded. Email (electronic) responses are preferred.**

SUBJECT/PURPOSE OF MEMO: Owens Valley Career Development Center is a Tribal Consortium located in California and organized under the Indian Self Determination Act. OVDCD receives and administers several Federal and State Grants including a Early Head Start Program Grant, California Department of Education Indian Education Grant, Tribal TANF Grants and Native American Career and Technical Education Program Grant for the benefit of Tribes and communities in Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties. OVDCD is requesting proposals for employee benefits insurance and programs consultant services including negotiation of rates and services with carriers and administrators of plans, monitoring of benefits program, claim utilization and loss trends, making recommendations for plan changes, calculating, monitoring and recommending appropriate funding reserve levels, and assistance to employees with claims/coverage problems.

An Agreement for a period of five (5) years is anticipated. OVDCD may extend any agreement awarded at its sole discretion for no more than two (2) additional periods of one (1) year. This project will be funded entirely with Government Grant funds.

All OVDCD Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (**25 USC 450e (b)**) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises, **2 CFR Section 200.321** requiring OVDCD to take all necessary affirmative steps to assure minority firms, women's business enterprises and labor surplus area firms are used when possible and **45 CFR 75.327 to 75.340**. Preferences may be given to vendors or products that are environmentally-friendly, use recycled materials, are recycled, use energy-saving technology or other ecologically beneficial techniques. In accordance with Public Law 103-333, the "Department of Labor, Health and Human Services, and Education, and related Agencies Appropriations Act of 1995," the following provisions are applicable to this purchase: "Section 507: "Purchase of American-Made Equipment and Products-It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this ACT should be American-made."

For all contracts awarded where all or a portion of the contract requires services to be provided within Tribal territory (specifically Bishop Paiute Tribe and Big Pine Paiute Tribe Territory), applicable **Tribal TERO (Tribal Employment Rights Ordinance)** requirements must be met by vendor(s) awarded a contract and **prior** to providing any on reservation services. Tribal TERO will require submission of a compliance plan, payment of a 4% fee based on the total contract price for on reservation labor. Please see <http://bishoptero.com/>. Other contract items including equipment, materials, travel and any other costs listed in the contract must be fully disclosed and may be subject to tribal taxes. When practical, use of Indian services is encouraged. Proposals must include this TERO fee in cost proposals.

ACTION REQUIRED: You are invited to review and respond to the Request for Proposal

PROPOSAL:

Proposals should be sent to:
Owens Valley Career Development Center
Purchasing/Contracts Administrator
P.O. Box 847 (93515)
2574 Diaz Lane (93514)
Bishop, CA
E-MAIL: contracts@ovcdc.com

CONTACT FOR FURTHER INFORMATION:

Purchasing/Contracts Administrator
Telephone: 760-873-5107 Ext. 275
FAX: 760-873-3231
E-MAIL: contracts@ovcdc.com

I. DESCRIPTION/SPECIFICATIONS

A. STATEMENT OF WORK

1) Description of Organization and Project

The Owens Valley Career Development Center (OVCDC) was founded in 1977 by the Owens Valley Board of Trustees, a Tribal Government Board comprised of members of the Big Pine, Bishop and Lone Pine Tribes, in response to demonstrated adult basic education and vocational training needs of Tribal members. OVCDC provides educational and economic opportunities to the indigenous population of the communities in Inyo, Mono, Kern, Tulare, Kings, Fresno and Ventura Counties to enhance lives by offering individuals and families' opportunities for self-sufficiency through education, training and encouragement. OVCDC receives its funding through grants from various Federal and State funding agencies.

Operations Overview:

OVCDC has offices all located in California and several within Tribal territories including Bishop (Tribal), Big Pine (Tribal), Lone Pine (Tribal), Lake Isabella, Bakersfield, Oxnard/Ventura County, Porterville, Tule River Reservation (Porterville) (Tribal), Visalia, Hanford, Fresno, Big Sandy Rancheria (Auberry) (Tribal), Cold Springs Rancheria (Tollhouse) (Tribal) and Walker/Coleville-Mono County. OVCDC has 180 full time employees (more or less). OVCDC provides coverage for employees working in these areas and will consider availability of health care to these locations. OVCDC's current Employee Benefits Insurance Brokerage/Consultant agreement will end June 30, 2019.

Current Employee Benefits Plans & Programs:

Coverage	Expiration
Employee Medical/Health/Rx	September 30, 2019
Employee Dental (Self Funded)	September 30, 2019
Employee Vision (Self Funded)	September 30, 2019
Employee Life (Basic, Supp & AD&D)	September 30, 2019
EAP	September 30, 2019
Section 125 Plan (FSA)	December 31, 2019
Cobra Services	December 31, 2019

Summary of Benefits will be provided upon request.

Carriers, Brokers & Agents

OVCDC requires carriers to be an A.M. Best "A" VIII rated (at the minimum) and be fully qualified to do insurance business in the State of California. Brokers, Agents, and Third Party Claims Administrators must be licensed with the State of California, Department of Insurance.

Scope of Services

Each proposal must clearly demonstrate consultant's abilities to meet or exceed the requirements stated in this RFP.

Services to be provided will include:

- OVCDC is requesting proposals for services including negotiation of rates and services with carriers and administrators of plans, monitoring of benefits program, claim utilization and loss trends, making recommendations for plan changes, calculating, monitoring and recommending appropriate funding reserve levels, and assistance to employees with claims/coverage problems.
- Design and preparation of plan documents and amendments as required and recommendations consistent with industry standards.
- Design, prepare and provide to OVCDC Benefits Administrator Annual Employee Benefit Plan Summaries, newsletters and health notifications for distribution to OVCDC employees annually and as appropriate on a regular basis.
- Preparing recommended benefit related letters, communications and documents in compliance with all applicable regulations.
- Attend meetings with OVCDC Management as necessary regarding renewals and Employee Benefit Matters
- Attend meetings of the Policy Committee as necessary.
- Attend meetings of the Owens Valley Board of Trustees as necessary.
- Conduct and/or participate in employee group meetings such, open enrollment meetings, employee gatherings and health fairs as necessary.
- Provide advice to the OVCDC Executive Director, Human Resources Director and Director of Finance on requests regarding matters concerning employee benefits.
- Evaluate reasonableness of premiums, fees and administrative charges.
- Assist staff in reviewing options for group health, dental, vision, life, FSA, Cobra or other employee benefit insurance programs including PPO, EPO, Point of Service, self-insured, fully insured or pooling.
- Review contracts and claims experience to determine fairness of rates, rate projections, and contract language.
- Recommend strategies to improve renewal rates, contract language or other terms.
- Consultant will be expected to make a judgment and recommendation regarding renewal versus an RFP and which alternative will be most cost effective and achieve the best efficiencies for OVCDC.
- Perform any Request for Proposal services complying with Federal grant funding regulatory requirements related to employee benefits insurance coverage and programs that may be required during the term of the consultant services Agreement to include:
 - Recommend timetables for RFP process, including allowance of time to receive and analyze responses, leaving appropriate time for open enrollment and payroll data entry.
 - Designing specifications for the RFP in conjunction with OVCDC staff.
 - Provide review, analysis and recommendation to OVCDC staff on proposals received in response to the RFP and provide a summary report to OVCDC within 45 days of close of the RFP.
- Advise and assist the OVCDC with employee dependent audits as a means to decrease claims costs.
- Develop plan design alternatives and recommendations as appropriate for future health care trends and/or regulatory changes for both active and retired employee populations.

- Providing notification and advice to the OVDC of legislative and judicial proceedings including the Affordable Care Act; impacting employee benefits and make recommendation on actions OVDC must take.
- Assist in government filings and submissions as necessary.

Cost Approach

Each proposal must clearly and transparently identify all fees and cost to be charged and received for brokerage services and/or other related employee benefits services. All proposals must include an annual not to exceed amount of all fees and costs to be collected by broker and any associated service providers. OVDC's current fee structure is flat rate annually with no commissions or other charges with full transparency. This cost/fee structure is preferred. Broker must be able to provide fair and independent evaluation of all available vendors & coverage.

2) Requirements

The contractor will furnish all qualified personnel, facilities, equipment, and supplies to perform the project unless otherwise negotiated and agreed to by OVDC.

3) Reports Required

- a) If required by Agreement only
- b) The reports will be submitted to OVDC at the following address:

OVDC
Attn: Purchasing/Contracts Administrator
P.O. Box 847 (93515)
2574 Diaz Lane (93514)
Bishop, CA
contracts@ovcdc.com

4) Entrance and Exit Conferences:

If required by Agreement entrance and exit conferences will be held with OVDC and must be coordinated with the OVDC Purchasing/Contracts Administrator or Agreement designee. Written notice will be given to the OVDC to assure availability of appropriate staff for each of these meetings.

II. PROPOSAL PREPARATION INSTRUCTIONS AND INFORMATION REQUIRED IN YOUR PROPOSAL

In order to facilitate the evaluation of proposals and allow the best comparisons each proposal must include the following information presented in the order and format shown below:

A. SECTION I – PROPOSAL FORMAT (ALL COMPONENTS AND INFORMATION ARE REQUIRED)

- 1) Title Page: Please state Invitation for Bids/Request For Proposal (IFB/RFP) subject and IFB/RFP Number in your proposal. Please state your name and/or the business name including address, telephone number, fax number, name of contact person and name of person with authority to sign Agreements, Employer ID or SSN. Please place the date on your proposal.

OVDC will not be responsible for any change in this information unless notification in writing is received.

- 2) Cover Letter: Please provide a one or two page letter stating your understanding of the transactions to be completed and services to be provided and making a positive commitment to perform the work within the time period required.
- 3) Table of Contents: If proposal contains more than 10 pages please provide a clear identification of sections and documents in the proposal listed by page number.
- 4) Business Stability and Service Locations: Please include location of office(s) and if applicable, number of partners, managers, supervisors, seniors, and other staff. If applicable, identify all subcontractors necessary to conduct the project. Describe the range of activities performed by you or your business/firm, including capability to fulfill the specifics of the project (ie. facilities, staff, equipment, workload etc.). Provide financial information for the past three years which may include financial statements, audits and other information sufficient for OVDC to determine the stability of your business. An employer ID or SSN must be provided for purposes of vendor clearance on the Excluded Parties List System.
- 5) Approach: Please provide a clear description of the approach and method to be used for implementing the statement of work including all specific agreement terms requested.
 - a) Organization and Management: Please state tasks and work to be performed and identify the person or the project team that will complete the tasks and work identified. Subcontractors must be included if any will be used on the project and the tasks or work to be performed by the subcontractors must be stated.
 - b) Production/Delivery Schedule: Please state the amount of time needed to complete the project and provide a milestone chart showing tasks and dates of anticipated completion. Any time to be used for preparation and submission of reports should be included in the schedule.
- 6) Qualifications and Experience: Include a list of personnel to be used on this project and the qualifications of each person. For yourself and any key personnel please provide: résumé, including education, background, accomplishments and any other pertinent information. If there are no key personnel, employees or sub-contractors then please just state information requested about yourself and your business.
- 7) If key personnel, staff or subcontractors will be used on the project; please include a statement in the proposal to the effect that “the key personnel assigned to this project as described in this proposal will not be removed from the project without prior approval of the Owens Valley Career Development Center.”

Specialized or Specific Qualifications and Experience: State professional and company experience which is relevant to the proposed project, i.e. experience working with OVDC or other Government agencies and especially with other American Indian Tribal Governments or Tribal Organizations.

- 8) Additional Data: Since the proceeding sections are to contain data and/or information that is specifically requested, this section is for any additional information considered essential or important to the project. If there is no additional information to present, please state "None".

B. SECTION II - COST PROPOSAL (REQUIRED-PROPOSALS WILL BE DEEMED NONRESPONSIVE WITHOUT THIS INFORMATION)

Please state the total dollar amount you do not intend to exceed for completing the project.

Please provide as much detail as you believe will assist OVCDC in evaluating your proposal. A detailed itemized cost statement must be submitted. Expenses and fees for the project must be broken down and all expenses or fees that are anticipated must be itemized (i.e. commissions, freight, taxes, materials, transportation, etc.). A "not to exceed amount" is required by this section for all proposals.

III. EVALUATION PROCEDURES

A. EVALUATION CRITERIA

Proposals will be evaluated by OVCDC using the following criteria:

1. Responsiveness in clearly stating an understanding of the services and ability to fulfill needs. (0-50)
 - a. Demonstrated knowledge and understanding of employee benefits insurance coverage, administration of benefits and programs. (0-25)
 1. Knowledge and experience in benefits insurance coverage. (0-10)
 2. Knowledge and experience in administration of employee benefit programs (0-5)
 3. Knowledge and experience in representing employers in employee insurance coverage packages and handling employee claims. (0-10)
 - b. Demonstrated knowledge and experience in the employee benefits insurance market and ability to work with all available carriers to locate the best coverage at the best rates available. (0-15)
 - c. Demonstrated knowledge and experience with government insurance programs including Tribal Sovereignty and Tribe to Federal and Tribe to State government to government relationships (0-10)
2. Experience and stability of Firm (0-15)
 - a. Size and structure of firm and ability to respond to needs and maintain continuity of project (0-5)
 - b. Financial stability and ability to sustain representation (0-5)
 - c. References and past experience. Must be cleared through the Excluded Parties List System (SAM) (0-5)
3. Experience and availability of staff (0-15).
 - a. Professional qualifications and technical abilities including education, position in the firm, and years and types of experience and amount of supervision will be considered (0-5)

- b. Availability of staff to be assigned to OVDCD account-Designated account contact with knowledge, experience and abilities to solve problems and respond quickly, accurately and efficiently (0-5)
 - c. Experience of assigned staff in government benefits and specifically Tribal Government employee benefits and programs. (0-5)
- 4. Price - (0-20)
 - a. Amounts/Rates for all services and expense charges (0-10)
 - b. Flexibility and reasonableness in billing (such as willingness to set flat rates for projects and manage annual budgeted amounts for services) (0-5)
 - c. Transparency of fee structure and reporting; full disclosure of all sources of revenue including commissions & amounts (0-5)
 - 5. Indian & Other Preference (Bids no more than 10% higher than the lowest bid or 5 additional points plus possible 5 points for statement regarding training and employment of Indians)

Total 100%-100 Points Plus Preference

IV. INDIAN AND OTHER FEDERAL PREFERENCE APPLICABLE [UP TO 8% TOTAL]

All OVDCD Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (**25 USC 450e (b)**) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises and **2 CFR Section 200.321** requiring OVDCD to take all necessary affirmative steps to assure minority firms, women's business enterprises and labor surplus area firms are used when possible. All preference requires documentary proof to be provided with the proposal or preference will not be allowed. For Indian Preference to be applied: proof of enrollment in recognized tribe must be submitted with the proposal. For American Indian owned businesses to receive preference, proof of enrollment in a recognized tribe and more than 50% American Indian ownership of the business must be submitted with the proposal. Indian preference can be allowed with an affirmative statement regarding training and employment of American Indians submitted with the proposal. Preferences may be given to vendors or products that are environmentally-friendly, use recycled materials, are recycled, use energy-saving technology or other ecologically beneficial techniques. In accordance with Public Law 103-333, the "Department of Labor, Health and Human Services, and Education, and related Agencies Appropriations Act of 1995," the following provisions are applicable to this purchase: "Section 507: "Purchase of American-Made Equipment and Products-It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this ACT should be American-made."

A value of five (5) additional points will be added to the evaluation scores of vendors requesting and qualified for preference. Preference may be evaluated on a price basis only. In that case, the bids of preferred vendors will be reduced by ten percent (10%). If, after this adjustment, the preferred vendor is determined to be the best value bid, the actual contract award amount will be the amount originally bid by the vendor.

Local Business Enterprise Program

OVDCD encourages the utilization of businesses within its service area. To promote participation of local business enterprises in the competitive selection process, OVDCD provides incentives to local businesses.

A Local Business Enterprise is defined as follows:

Local Business Enterprise – to be considered as a local business enterprise, a firm must provide evidence the firm is located at a fixed commercial or residential address where administrative, clerical, professional or other productive work is performed relative to its commercial purpose. The firm must be located within the OVCDC's service area for a minimum of one year.

A value of three (3) additional points will be added to the evaluation scores of Local Business Enterprises. In the event that the proposals will be evaluated on a price basis only, the bids of local business enterprises will be reduced by 3%. If, after this adjustment, the local business enterprise is determined to be the most competitive bid, the actual contract amount will be the amount originally bid by the local business enterprise.

V. TYPE OF AGREEMENT

A Consultant/Brokerage Services Agreement is anticipated.

VI. PERIOD OF PERFORMANCE

Unless otherwise stated in the Agreement; any agreement let from this RFP is for a period of five (5) years, ("Initial Term"), and, at the sole discretion of OVCDC, the Agreement may be extended for no more than two (2) additional periods of one (1) year. ("Renewal Terms").

VII. TECHNICAL DIRECTION

The Owens Valley Career Development Center's primary contact for this agreement will be the OVCDC Purchasing/Contracts Administrator or designee.

OVCDC Purchasing/Contracts Administrator or designee is responsible for guiding the technical aspects of the project and for general monitoring of the work performed. The OVCDC Purchasing/Contracts Administrator or designee is authorized to fill in details or otherwise to complete the general description of the work set forth herein.

The OVCDC Purchasing/Contracts Administrator or designee is not authorized to make any commitments to any changes which constitute work not within the general scope of the Agreement, increase in total estimated cost or extension of the Agreement period of performance without the written approval of OVCDC Authorized person.

VIII. KEY PERSONNEL

The personnel specified in the Contractor's proposal are considered to be essential to the work being performed. Prior to changing any of the individuals specified in the proposal, the contractor will notify OVCDC Purchasing/Contracts Administrator or designee reasonably in advance and submit a justification for the proposed substitutions in sufficient detail (including names, titles and résumés) to permit the evaluation of the impact on the quality of work performed. No change will be made by the Contractor without the prior written consent of the Finance Director.

IX. PAYMENT

PAYMENT AND SUBMISSION OF INVOICES

- 1) Payment for work performed under this Agreement will not exceed the agreed upon amount, unless additional payments are agreed upon in advance and in

writing, signed by both parties.

Payment will be made to the contractor based on progress achieved. Invoices may not be accepted on more frequent intervals than once per month or less often. Invoices requesting payments will be prepared and submitted containing at least the following information: Agreement number, description of services or specific vehicle the charge relates to, time spent on each task and total cost for services.

X. RIGHTS

OVCDC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar IFB/RFPs in the future. This IFB/RFP is in no way an agreement or obligation and in no way is OVCDC responsible for the cost of preparing the responsive proposal. One copy of a submitted proposal will be retained for official files and may later become a public record. Only electronic and written responses will be accepted.

Responses should be sent via email or in a sealed envelope, clearly marked with the IFB/RFP number, by registered, certified mail, overnight delivery with proof of delivery service, or by hand delivery to the name and address specified in the cover-letter to this IFB/RFP. Delivery to other than the name and address specified in this IFB/RFP may render the Bidder's proposal non-responsive.

XI. AGREEMENT TERMS AND CONDITIONS

The services requested will be provided under terms and conditions set forth in the OVCDC Standard Agreement. The Agreement will be provided upon request. The Agreement contains the Standard Provisions and Special Provisions applicable to the services anticipated in this IFB/RFP. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language that is acceptable to the person or business submitting a proposal. In addition, the person or business submitting a proposal will reference each specific language change and provide a narrative explanation of each proposed change. Although OVCDC will consider alternate language proposed by a person or business submitting a proposal, OVCDC will not be bound by Agreement language received as part of the response. If the person or business submitting a proposal requires that OVCDC be bound by some or all of the alternate Agreement language, the proposal may be considered non-responsive and may be rejected.

OVCDC will make a reasonable effort to execute an agreement based on this solicitation document within fifteen (15) days of selecting a proposal that best suits OVCDC. The Agreement will be signed by the Contractor and returned within ten (10) business days of receipt of the Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective, and work must not be performed, until the Agreement is signed by a person holding the required authority for both parties and full approval by OVCDC including the OVCDC Human Resources and Finance Departments.

Failure of Contractor to execute the Agreement within the time frame identified above will be sufficient cause for voiding the award of the Agreement. If a successful person or business submitting a proposal refuses or fails to execute the Agreement, OVCDC may award the Agreement to the next qualified person or business submitting a proposal.

XII. INTERVIEWS

An interview/presentation may be conducted with a person or business submitting a proposal(s) selected as finalists to offer an opportunity for the person or business submitting a proposal(s) to present the proposal and explain or clarify aspects of the proposal. Unless otherwise agreed, the interview/presentations will be scheduled at the OVCDC offices in Bishop, California.

XIII. OVCDC SOVEREIGNTY

Any agreement awarded will be required to accept the following agreement language or substantially similar language as may be negotiated:

“SOVEREIGN IMMUNITY WAIVER LIMITATIONS: Contractor acknowledges that OVCDC, including its TANF and other programs, is a tribal consortium, without authority to waive the sovereign immunity of any consortium member Tribe. Any waiver of the sovereign immunity of the consortium member Tribes can only be provided by the written consent of the consortium member Tribe’s governing body. Any waiver of the sovereign immunity of OVCDC can only be provided by the written consent of the OVCDC Board of Trustees. No such waiver has been provided by the terms of this Agreement, and Contractor agrees that nothing contained in this Agreement is or shall be construed as a waiver of the sovereign immunity of OVCDC or any consortium member Tribe.”

XIV. AWARD

After evaluation of Best and Final Offers, if any, the purchase shall be awarded to the most responsive and responsible vendor whose offer is the most advantageous to OVCDC. OVCDC reserves the right not to make any award. An award may be split between multiple vendors.