



CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Basic Life and AD&D, Basic Dependent Life, Supplemental Life, and Long-Term Disability Insurance

**Proposals to be Received by 11:00:00 a.m., Eastern Time
*August 15, 2022***

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

**Basic Life and AD&D, Basic Dependent
Life, Supplemental Life, and Long-Term
Disability Insurance**

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City of Knoxville Request for Proposals

Basic Life and AD&D, Basic Dependent Life, Supplemental Life, and Long-Term Disability Insurance

I. Statement of Intent

The City of Knoxville is requesting proposals from responsible firms or teams to provide Basic Life/Accidental Death & Dismemberment (AD&D), Basic Dependent Life, Supplemental Life, and Long Term Disability (LTD) insurance to all eligible employees. The enclosed specifications are the basis for a contract which will be effective January 1, 2023. The City intends to award the contract for the insurance for a period of three (3) years with two (2) optional one-year renewals at the same terms and conditions, upon mutual consent of both the City and the Contractor.

II. RFP Time Line

Availability of RFP July 22, 2022

Deadline for questions to be submitted in writing to the
Purchasing Division August 8, 2022

Proposals Due Date August 15, 2022

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

The City of Knoxville employs approximately 1,458 employees who are or will be eligible for Basic Life and AD&D, Basic Dependent Life, Supplemental Life, and LTD insurance benefits. The number of employees fluctuates from month to month with new hires and terminations; moreover, new police recruit classes and fire recruit classes are expected annually.

The City recently completed a compensation and classification study that was passed by City Council and became part of the City's compensation strategy at the beginning of the current fiscal year, 7/1/2022. The City of Knoxville has an extensive employee wellness initiative associated with its medical plan. Approximately 70% of all eligible employees participate in a health assessment which includes an annual blood draw. Participants in the My Health wellness program receive a wellness credit, which reduces the cost of their medical plan premiums, as well as quarterly City contributions to a healthcare reimbursement account (HRA) if they participate in certain wellness activities. Additionally, all sworn officers with the Knoxville Police Department and Knoxville Fire Department have an annual occupation physical. These programs should be taken into consideration when evaluating the City's Life and LTD risk.

3.1 Eligibility

A. Employees

All active, regular (not temporary) employees who work at least 30 hours per week and the City Judge (who works a minimum of 24 hours per week) are eligible for coverage under the City's benefit plans.

New employees have a 60-day waiting period. They must enroll during the waiting period with coverage effective on the 1st of the month following 60 days of employment. Coverage terminates for life and disability on the last date worked.

B. Dependents

1. The employee's current legal spouse or qualified same or opposite gender domestic partner; excluding a common law spouse
2. A dependent child, up to age 26, who is the employee's, employee's spouse's or qualified domestic partner's natural child, legally adopted child (including children placed for adoption), step-child, or child for whom the employee or employee's spouse is the legal guardian or legal custodian, or a child of the employee or employee's spouse for whom a Qualified Medical Child Support Order has been issued
3. An incapacitated child of the employee, employee's spouse or qualified domestic partner

C. Leave Provisions - Please refer to Exhibit A-9 - Administrative Rules, Section 5.

3.2 Rates

The RATE history for each line of coverage is as follows:

Coverage	8/1/2018 to current	8/1/2015 to 7/31/2018	1/1/13 to 7/31/2015
Basic Life	\$0.106	\$0.115/\$1,000	\$0.172/\$1,000
Basic AD&D	\$0.03	\$0.03/\$1,000	\$0.03/\$1,000
Basic Dependent Life	\$0.44 per unit	\$.44 per unit*	\$0.44 per unit*
LTD	\$0.23	\$0.265/\$100	\$0.286/\$100 (as of 7/1/2012)

*Unit is defined as spouse, dependent(s) or both spouse and dependent(s) based on the content of the employee's family.

Supplemental Life – same rate for EE and spouse	1/1/2013 to Current	
	Non-Tobacco / \$1,000	Tobacco / \$1,000
Under 30	\$0.044	\$0.114
30 – 34	\$0.044	\$0.114
35 – 39	\$0.071	\$0.203
40 44	\$0.122	\$0.286
45 – 49	\$0.176	\$0.360
50 – 54	\$0.294	\$0.589
55 – 59	\$0.507	\$0.933
60 - 64	\$0.810	\$1.343
65 – 69	\$1.351	\$1.949
70 – 74	\$2.129	\$3.013
75 +	\$3.234	\$4.544
Dependent Child Life	\$0.20 per \$1,000	

3.2 Employee Census & Plan Information

The following forms and Exhibits provide Employee Census & Plan Information:

- A. **Submission Form S-3** – Includes tabs with summaries of the current coverage as well as a column for the proposing entity to detail the plan design being quoted for the City of Knoxville. This document is provided in Microsoft Excel and must be completed and returned in electronic or printed form with your proposal.

- S-3.1 Basic Life/AD&D
- S-3.2 Basic Dependent Life
- S-3.3 Supplemental EE, Spouse and Dependent Life
- S-3.4 Long Term Disability

- B. **Exhibit A-1 – Census for Marketing*** - Excel file listing all eligible employees, including gender, amount of basic life/AD&D insurance, an indication of basic dependent life insurance coverage - column header is Basic Dependent Life. The file includes the amount of employee supplemental coverage elected, the amount of spouse coverage if elected, the spouse's date of birth and gender, and whether or not dependent supplemental life coverage was elected.

Please note that City Council members are NOT eligible for, nor covered under, the City's Life/AD&D and LTD plans. The Mayor is covered as an employee of the City.

The City Judge is the only employee who receives benefits as a full-time employee while working less than 30 hours per week and works a minimum of 24 hours per week. The City Judge is eligible for and covered under Basic Life/AD&D and LTD coverage as shown in the census.

***To request Exhibit A-1 – Census for Marketing contact the City of Knoxville's Assistant Purchasing Agent, James McKeenan at jmckeehan@knoxvilletn.gov.**

- C. **Exhibit A-2** - copy of the City's current Madison National LTD policy. Submission Form S-3.4 summarizes the current provisions of the policy.
- D. **Exhibit A-3** - copy of the City's current Minnesota Life policy. Submission Form S-3.1 – S-3.3 summarize the current provisions of the policy.
- E. **Exhibit A-4** - listing of City employees on leave as of June 10, 2022
- F. **Exhibit A-5** - listing of the current sick leave and vacation balances of all benefit eligible employees.
- G. **Exhibit A-6** – the 4 years of Financial Experience Reports with cumulative totals and Open Waiver of Premium claims from 01/2018-12/2021.
- H. **Exhibit A-7** - copy of the open LTD Claims Valuation Report and Claims Status Report from Prudential for the period 8/1/2018 to 4/30/2022.
- I. **Exhibit A-8** - copy of the Actively at Work letter which must be agreed to by the elected Life/AD&D and LTD carrier(s).
- J. **Exhibit A-9** – a copy of Section 5 from the City's Administrative Rules, outlining the rules regarding leave.

IMPORTANT NOTE: Exhibit A-1 and Submission Forms S-3, Tabs 1 through 4, are provided as Microsoft Excel files. The PDF version of the Request for Proposals is the official version. **Any manipulation of the official wording of the submission forms in proposals may result in rejection of the proposal at the sole discretion of the City of Knoxville.**

3.4 Other Disability Benefits

The City currently has six (6) pension plans in which employees participate. Each of these pension plans has disability provisions. The disability provisions for each are as follows:

- Plan A:** (Closed plan; covers 3 employees in non-uniform departments)
Employees who have completed 15 years of credited service are entitled to a disability pension if they become disabled (not in the line of duty). If employees are

disabled in the line of duty, they are entitled to a disability pension as if they had worked until age 62 regardless of the length of credited service.

Plan C: (Closed plan; Covers 422 employees in the Police and Fire Departments.)
If employee becomes disabled (not in the line of duty) after 10 years of service, the disability pension will be 2% of the average salary for each year of service up to 25 years.

If an employee is disabled in the line of duty, he or she is entitled to a disability pension regardless of the length of credited service. The benefit will be 50% of the employee's high two-year average salary.

Plan G1: (Closed plan; Covers 36 employees in non-uniform departments.)
Disability provisions are the same as Plan A.

Plan G2: (Closed plan; Covers 283 employees in non-uniform departments.)
Disability provisions are the same as Plan A.

If an employee is disabled in the line of duty, he or she is entitled to a disability pension regardless of the length of service. Benefit is computed as if member worked to age 62 using above percentage.

Plan H: (Covers 411 employees in non-uniform departments.)
Employees who have completed 10 years of credited service are entitled to a disability pension if they have become disabled (not in the line of duty). If employees are disabled in the line of duty, they are entitled to a disability pension as if they had worked until age 63, regardless of the length of credited service.

Plan HU: (Covers 239 uniformed employees in the Police and Fire Departments.)
Employees who have completed 10 years of credited service are entitled to a disability pension if they have become disabled (not in the line of duty). If an employee is disabled in the line of duty, he or she is entitled to a disability pension regardless of the length of credited service. The benefit will be 50% of the employee's high five year average salary.

Note: The headcounts included are approximate.

The City is not requesting a pension contribution on LTD. Additionally, there is no elimination period for the disability benefit through the Pension Plan. A participant makes this request before the pension board and the Pension Board takes appropriate action to make a determination. If they are approved, the participant will begin to receive a disability benefit through pension. There are in-line of duty benefits for police and fire and they are awarded the benefit if the Board determines they can no longer do the job of a police officer or firefighter—own occupation, rather than any occupation.

Leave: Sick Leave

Permanent, full-time employees earn one day of sick leave per month up to a maximum of 12 days per year. Sick leave not used in the calendar year may be carried forward to the following year. There is no cap on the amount of sick leave which may be accrued.

Annual Leave

Employees earn annual leave days based on their years of service.
Employees hired prior to January 1, 1985 accrue as follows:

- 1-5 years = 12 days per year
- 6-9 years = 18 days per year
- 10+ years = 24 days per year

Employees hired on or after January 1, 1985 accrue as follows:

- 1-3 years = 10 days per year
- 3-7 years = 15 days per year
- 7-12 years = 20 days per year
- 12+ years = 24 days per year

Annual leave not used in the calendar year may be carried forward to the following year. There is an 80 day cap on the amount of annual leave which may be accrued.

Many City of Knoxville employees are career employees and have accrued a substantial amount of sick leave and annual leave time that may be used in the event the employee becomes disabled and cannot work. An employee has the option of continuing to exhaust their sick leave and annual leave balance after the completion of the 90 day Long Term Disability waiting period. **This would prolong the start date of LTD benefits until the employee's sick leave and annual leave balance has been exhausted.** Refer to Exhibit A-6 for a listing of City EE's current sick and vacation leave balances.

The City also allows employees to participate in its Sick Leave Bank (as described above). This bank allows employees with catastrophic illnesses to get up to sixty (60) days in one year and one hundred twenty (120) days during their lifetime. All leave (sick and annual leave) must be exhausted prior to using days from the Sick Leave Bank. An employee cannot obtain LTD benefits and sick pay at the same time.

3.5 Number of Employees Participating in LTD

The total number of employees currently participating in pension plans (1,394) is less than the number of employees eligible for LTD (1,458). There are discrepancies in these numbers are largely due to employees being enrolled in the Delay Retirement Option Plan ("DROP"). While on the DROP, they no longer contribute to Pension, but are still an active employee with the City.

Employees in Pension Plans A, C, G1, G2, and H pay Social Security taxes.

IV. General Conditions

- 4.1. The following data is intended to form the basis for submission of proposals to provide Basic Life and AD&D, Basic Dependent Life, Supplemental Life, and Long-Term Disability coverage to all eligible City of Knoxville employees.
- 4.2. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.
- 4.3. All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.
- 4.4. To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected firm.
- 4.5. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Assistant Purchasing Agent, James McKeehan by the close of the business day on August 15, 2022.** Questions can be submitted by letter, fax (865-215-2277), or email to jmckeehan@knoxvilletn.gov.

The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

- 4.6. The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.
- 4.7. Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this qualification. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups. Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
- 4.8. Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.
- 4.9. All expenses for making a submission of proposal shall be borne by the submitting entity.
- 4.10. Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**
- 4.11. Prior to submitting their proposals, proposers are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**
- 4.12. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).
- 4.13. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

The City of Knoxville is seeking submittals from responsible firms or teams to provide proposals for Basic Group Term Life and AD&D, Basic Dependent Life, Supplemental Employee, Spouse and Dependent Life, and Long Term Disability (LTD) insurance. Carriers may quote on either Life coverages, LTD coverage, or both. All coverages requested are outlined in the Summary of Current and Proposed Basic Life/AD&D, Basic Dependent Life, Supplemental Employee, Spouse and Dependent Life, and Long Term Disability Coverage which is attached as **Submission Form S-3, Tabs 1 through 4**. Rates quoted for Life and LTD must be able to stand alone.

Special Conditions Response

The Conditions listed below must be met if submitting a proposal to the City of Knoxville. If your company cannot meet the terms of the Conditions listed below, you must identify the section and the condition number, as well as provide an explanation in the **Response to Special Conditions Submission Form S-2** that accompanies your proposal submission.

Applicable to All Coverage Quoted

1. The City of Knoxville will award the contract for a January 1, 2023 effective date. The City holds its annual enrollment meetings during the month of November.
2. Quoted rates are net of commissions – no fees or commissions are payable to any external third party.
3. Premiums paid by the plan for one coverage cannot cover some or all of the cost of another plan coverage. Additionally, participants who elect supplemental coverages are required to contribute specified premiums which should be equal to the expected cost of coverages elected by the participant.
4. Earnings for City employees will be defined as regular pay includes but is not limited to longevity pay, educational incentive, first responder incentive, night shift differential, and emergency vehicle technician pay.
 - a. Longevity is available for employee who have worked for the City for 4+ years. The pay represents an additional \$10 per month for each year of service over 4 years, not to exceed \$2,400 in a year.
 - b. KPD employees' annual salary includes an educational incentive if they've received a Bachelor's Degree equal to 7% of their base salary.
 - c. KFD employees include a first responder incentive that equals \$950 for an EMT, \$1,300 for an AEMT, and \$2,100 for a Paramedic—spread out annually over 26 pay periods.
 - d. Regular pay will include a night-shift differential as well.
 - e. Emergency vehicle technician is available to mechanics of emergency vehicles once all certifications have been achieved.
 - f. Regular pay does not include commissions, bonus, or overtime pay.
5. The City employs employees that are married or "Couples". Couples can both cover each other and their children on the City's Basic Dependent Life.
6. The City holds an annual Vendor Summit with all employee benefit vendors in attendance. Participation at this summit is required with any expenses to be paid by vendor.
7. The City holds an annual Employee Appreciation Picnic and Benefits Fair in October. Participation at the benefits fair is required with any expenses to be paid by vendor.
8. City employees who are on an approved leave of absence due to injury or illness will continue to be covered under the City's Basic Life/AD&D, Basic Dependent Life, Supplemental Life and LTD coverage. The City will continue to pay its share of the premium for such coverage and will collect the employee's portion of premium payment if applicable. Refer to Exhibit A-4 for more specifics on this issue.
9. Basic Life/AD&D coverage levels will change the month following a salary increase that affects the amount of an employee's Basic Life/AD&D and LTD coverage.
10. All coverage is self-billed (i.e., the City will audit the volume and number of lives each month and make corrections to the statement with the appropriate remittance). The City pays the bill at the end of the month for the current month and requires an additional 15 day grace period
11. The City of Knoxville enrolls employees through PeopleSoft, including beneficiary designation,

and PeopleSoft houses all beneficiaries. There are times we do require a beneficiary designation. The chosen provider will need to accept the most recent beneficiary form on file, even that of another carrier, and/or the data available in PeopleSoft.

12. A 60-day grace period is provided for monthly premium payment.
13. A 90-day notice will be provided to the City prior to the cancellation, termination or change in any of the contract provisions.
14. As confirmed by your submission of the letter noted in Exhibit A-8, the actively-at-work (AAW) provision will be waived on all plans to cover any claims not covered under the insured extension of benefits and waiver-of-premium provisions of the current Minnesota Life and Madison National policies.

Basic Life and AD&D, Basic Dependent Life, and Supplemental Employee, Spouse and Dependent Life

15. The waiver of premium elimination period for Basic Life will match the LTD elimination period of 90 days and if an EE is approved for LTD, then the life insurance carrier will grant waiver of premium for the employee and any coverage his or her family member may have elected. OCHS currently extends waiver of premium without an additional internal approval process.
16. Age reductions and age band rate changes will take effect on the pay period following the change in age bracket or the change in age.
17. The employee rate applicable to Supplemental Employee coverage is based on the employee's age and the rate applicable to spouse coverage is based on the spouse's age.
18. Basic accidental death and dismemberment (AD&D) coverage in an amount equal to the basic life insurance will be provided.
19. Non-contributory dependent coverage for spouse and child(ren) will be offered in the amount of \$1,000. This is referred to as Basic Dependent Life. 100% of the premium cost is paid by the City and is offered on a guaranteed issue basis each annual enrollment. Employees must enroll in coverage through PeopleSoft – it is not automatic.
20. Supplemental Employee and Spouse Life insurance is offered on a unisex basis and step rated (five year brackets) according to tobacco status. Coverage is 100% contributory with the option to convert and port upon termination of employment.
21. The City's definition of tobacco free for an employee or spouse to pay the lower non-tobacco rate is to go one year without using tobacco products of any kind. **Indicate your agreement to this provision in your proposal.**
22. All employees and spouses currently covered under the Supplemental Life policy will be grandfathered.
23. Supplemental Life participation requirements will be waived.
24. Supplemental Life Evidence of Insurability approvals will be effective on the date the approval is made. They will not be retroactive to the date coverage was requested.
25. Supplemental dependent life coverage is offered on a guaranteed issue basis regardless if requested after the annual enrollment period.
26. Your Supplemental Life quote allows for a takeover open enrollment period, allowing all City employees to elect supplemental life coverage for themselves, their spouse and/or dependent children without completing EOI.
27. Match or provide better coverage for the current portability rider.
28. Indicate your willingness to complete the actively at work letter included as Exhibit A-8.
29. The City is interested in offering additional riders that can be added to the supplemental life plan or potentially added to the LTD plan that allows the employee to add long term care type coverage to the plan. The City is open to any options your company would like to propose but does not anticipate absorbing any additional expense for the additional benefit(s). The employee will need to elect the option as a buy-up feature.

LTD Coverage

30. No loss no gain will apply to all employees covered under the prior carrier's LTD plan. The contract must contain a continuity of coverage provision which assures that no employee will be negatively impacted by the change in carriers.
31. All pre-existing condition restrictions should be waived for the current insureds to the extent covered under the current Madison National plan.

32. The amount of loss of time benefits that a participant receives or is entitled to receive under any salary continuation or accumulated sick leave to the extent that their monthly payment and deductible sources of income, including any other group disability benefits, exceed or would exceed 100% of their monthly earnings. Salary continuation should not include annual leave.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

- 6.1. Contract Documents.** The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.
- 6.2. Administration.** The contract will be administered by the City of Knoxville Employee Benefits and Risk Management Department.
- 6.3. Invoices.** Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4. Independent Contractor.** The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.
- 6.5. Assignment.** The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 6.6. ADA Compliance.** With regard to the services performed under this Agreement, the Contractor will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.* ("ADA"). The Contractor agrees that it will defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Contractor, its employees, agents or representatives that violates the ADA. The Contractor agrees that the City will not be responsible for any cost or expenses arising from the Contractor's failure to comply with the ADA.
- 6.7. Indemnification and Hold Harmless.** The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this section.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand

for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.8. Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.9. Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

A. Commercial General Liability Insurance; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and

volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- D. Professional Liability** (including Errors & Omissions). Contractor shall maintain professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this Agreement with limits equal to the general liability requirement but no less than \$2,000,000. Coverage for contingent bodily injury and property damage should be included or endorsed onto the policy.
- E. Other Insurance Requirements.** Contractor shall:
- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
 - Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
 - Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 - Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
 - If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.

- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.10. Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) a business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

- (a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.
- (b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.11. Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.12. Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

6.13. Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.

- 6.14. Federal, State, and Local Requirements.** Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.15. Licenses.** Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.
- 6.16. Funding.** The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
- 6.17. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.
- 6.18. Subcontracts to the Agreement.** Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 6.19. Amendments.** This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.
- 6.20. Captions.** The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.
- 6.21. Severability.** If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 6.22. No Benefit for Third Parties.** The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.
- 6.23. Non-Reliance of Parties.** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 6.24. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement.

The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.25.** EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.
- 6.26.** By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1. General

Submission forms and RFP documentation may be obtained on or after **August 15, 2022**, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2. Submission Information

Option 1 - Electronic Submission Procedures. Electronic submissions shall be submitted online through the City's Procurement website. **DO NOT EMAIL YOUR SUBMISSION.** All proposers/bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor (Vendors are encouraged to complete this step now to ensure seamless submission process prior to deadline.) To register as a vendor: Visit the website at www.knoxvilletn.gov/purchasing Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration. Note: You will be asked for a PIN. This PIN will be emailed to you and may be sent to your spam or junk folder.

DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR. The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed and the City will accept no late submissions.

Step Two: Submit all materials electronically as one (1) file to City's Procurement website PRIOR to 11:00:00 a.m. (Eastern Time) on **August 15, 2022**. To submit electronic file: Visit the procurement website at www.knoxvilletn.gov/bids Click "RFP – LIFE/AD&D AND LTD INSURANCE", Click "Submit Bid" (red button located at top of screen) Follow the prompts to upload and submit electronic file. The City prefers only one (1) bid file per submission. Files MUST use the following naming convention, listing the firm's name followed by the title of the project. Example: "ABC Company- LIFE/AD&D AND LTD INSURANCE.pdf." Should you need to merge multiple documents into one PDF please utilize Google to download a free software intended for merging pdf documents.

Option 2 - Hard Copy Submission Procedures: Proposals shall include one original and one electronic copy of the proposal (.pdf format on CD or USB drive only—mark the storage device with the company name); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed submissions; do not email your submission.

IMPORTANT NOTE: Hardcopy submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract. Proposals will be received until 11:00:00 a.m. (Eastern Time) on **August 15, 2022**. Hardcopy proposals must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a hardcopy proposal must be sealed and plainly marked on the outside “RFP – LIFE/AD&D AND LTD INSURANCE.” Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3. Format

The City is committed to reducing waste. Hardcopy submissions must be typed on 8.5 x 11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Hardcopy and Electronic Submissions shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. [Form S-1](#)
 - B. [Submission Form S-2 – Questionnaire](#)
 - C. Submission Form S-3 – Excel Spreadsheet (uploaded along with this RFP)
 - D. [Non-Collusion Affidavit](#)
 - E. [No Contact/No Advocacy Affidavit](#)
 - F. [Iran Divestment Act Certification of Noninclusion](#)
 - G. [Diversity Business Enterprise Program Form](#)
 - H. [Exceptions to Terms and Conditions](#)
4. Body of Proposal: Information which submitting entity wishes to include

[NOTE: All required submission forms may be found in this solicitation document or uploaded along with it on the City's solicitation page.](#)

7.4. Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- 1. Coverage – 40 points**
- 2. Qualifications/Experience of Firm – 10 points**
- 3. Administration – 25 points**
- 4. Pricing/Cost – 25 points**

Submission Forms



CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

BASIC LIFE and AD&D, BASIC DEPENDENT LIFE, SUPPLEMENTAL LIFE, and LONG-TERM DISABILITY INSURANCE

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; August 15, 2020; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: All submissions of proposals shall comply with the instructions found in [Section 7, Instructions to Submitting Entities](#). These instructions ensure that (1) submissions contain the information and documents required by the City's RFP and (2) the submissions have a degree of uniformity to facilitate evaluation; **do not email your submission.**

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

DUNS #: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

BASIC LIFE and AD&D, BASIC DEPENDENT LIFE, SUPPLEMENTAL LIFE, and LONG-TERM DISABILITY INSURANCE

Submission Form S-2 Questionnaire

(NOTE: Proposer must include restatement of question with response. Please keep answers concise.)

Life and LTD Coverage

1. Does your submitted proposal comply with each of the Special Conditions stated in Section V. Scope of Services section of this Request for Proposals?

Yes _____ No _____

If no, indicate the condition number and provide an explanation below:

Condition Number(s)	Explanation

Life and AD&D Coverage

1. Please provide a specimen policy for the coverage proposed.

LTD Coverage

2. Provide a sample LTD policy document with your proposal.

Insurance Company Experience

3. Provide the following information:
- a. Number of years the insurance company has been in business;
 - b. Number of years the insurance company has written group term life insurance;
 - c. Number of years the insurance company has written LTD coverage.
4. With regard to your current operations:
- a. Briefly summarize your premium volume and number of accounts in group life insurance;
 - b. Disclose the percentage of business that is in the State of Tennessee.
5. With regard to your current operations, briefly summarize:
- a. Your premium volume and number of accounts in group LTD insurance;
 - b. Percentage of this business is in the State of Tennessee.

6. List the three largest current Life and AD&D public sector clients including the name and phone number of a contact person who is qualified to judge your firm's ability to provide service. Your firm will not be considered without a response to this question. Indicate how long each account has been in force.
7. List the three largest current LTD public sector clients including the name and phone number of a contact person who is qualified to judge your firm's ability to provide service for each client. Your firm will not be considered without a response to this question. Indicate how long each account has been in force.
8. Provide the name, location, qualifications, and length of service with your firm of the staff who will be assigned primary responsibility for servicing the City's account. Will the same account manager be responsible for Life/AD&D and LTD? If not, provide information on each team.
9. Will you provide a toll-free customer service number for claim and benefit inquiries? If so, what hours and days are live representatives available?
10. Will we (the employer) have a dedicated account rep assigned to us that we can contact for any eligibility, billing, or claim issues? If so, please include their bio.

Administration

11. How does an employee apply for evidence of insurability (EOI), paper or electronically?
12. If electronically, can the link to apply be housed in our annual enrollment software? The City's uses PeopleSoft's Benefits Administration?
13. How long does it take to approve an evidence of insurability (EOI)? Provide the performance standard your firm will agree to for the timely processing of EOI forms?
14. What type of reporting will be provided to the City to monitor the status of EOI forms?
15. How will you notify the City of the approval or denial of an EOI form?
16. How do you notify the employee of the status of an EOI request?
17. What happens if an employee / spouse dies during the EOI approval process?
18. Describe the waiver of premium process in detail. First, how it works if both Life and LTD are with your firm. And, secondly if Life and LTD are handled by different firms.
19. What is the average length of time to process once notified of and LTD approval for waiver of premium?
20. What are the best practices for initiating LTD claims? Is a file feed for eligibility an opportunity to streamline?
21. Are Waiver of Premium applicants notified annually regarding required actions to continue waiver?
22. Describe the quarterly and annual reports you provide. Provide sample reports. Are the reports available electronically?
23. Describe your company's monthly billing procedures based on the City's comments in the Scope of Services.

24. What type(s) of coverage are available through conversion (whole life, term, etc.) and what are the rates for conversion coverage? Will the employee's health status be taken into account?
25. Please include your portability rates offered to the City and are they guaranteed for any period of time?
26. Is the port policy identical to the active policy that will be in effect for the City? The current port policy is terminated when an insured reaches age 80.
27. In the event that a City employee ports coverage and dies while covered under the ported coverage, is their experience part of the City's experience or part of your company's overall port pool?
28. May an employee who is turned down for waiver or premium elect to convert Basic and/or Supplemental Life coverage to an individual policy in the 31 day period following the denial of waiver of premium? Based on the process followed with Prudential and Minnesota Life currently, when Prudential denies an LTD claim, the City EE is offered the ability to port or convert his/her life coverage for him/herself and any covered family members.
29. What happens if the person who receives an accelerated death benefit is no longer considered terminally ill?
 - a. Must the benefit paid be returned?
 - b. Will the benefit paid reduce the benefit provided as an active employee?
 - c. What is the basis for continued premium payment, the full amount or the reduced amount?
30. Describe the process for filing a Life and AD&D claim.
31. Do you require a certified copy of the death certificate or will a copy of a certified death certificate suffice?
32. Describe the process for filing an LTD claim.
33. Who will be the City's contact for questions regarding Life claims? LTD claims?
34. How long does it take to process a life claim? Provide the service guarantees (reduction in cost) your firm will provide if a Life /AD&D claim is not paid within an agreed upon time period.
35. How will the City send LTD approval to the Life Insurance to enroll in Waiver of Premium?
36. Describe the online administrative services available to the City, specific to the following items:
 - a. Can we view or edit eligibility?
 - b. Can current and historical invoices be viewed and/or processed? Can policies and certificates be viewed and printed?
 - c. Can Life and AD&D claim status be viewed?
 - d. Can LTD claim status and correspondence be viewed online?
37. Is it possible to customize reports?
38. Are employees able to access a web portal to check on the status of their claim?
39. What services are provided in connection with the preparation of Federal and State Tax reporting and employee W-2 reporting?
40. Indicate who pays applicable FICA taxes if due on any LTD claims paid.

41. Describe the process for LTD claims disputes. How much information will you provide to the City in trying to resolve disputed claims? Describe any limitations that may apply to this issue.
42. What type of employee communication material is available which describes and summarizes the Basic Life/AD&D, Basic Dependent Life, Supplemental Life and LTD coverage your company will provide? Provide a sample of the types of communication pieces you would provide.
43. Describe the process for determining whether an employee is disabled. Begin at the point an employee notifies the insurer of the claim and continue until the point the disabled employee receives the first disability payment. Include expected time periods.
44. Provide the service guarantee your firm is willing to provide in the event the above time frame is not met.
45. What procedures are in place for determining borderline claims and eliminating fraud and malingering?

Non-Collusion Affidavit of Prime Bidder

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the firm that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
5. The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed): _____

Title: _____

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

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the owner, partner, officer, representative, or agent of

_____,

the Proposer that has submitted the attached Proposal;

- (2) The Proposer _____ swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:

- a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Penny Owens) or the listed Point of Contact James McKeehan. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Employee Benefits and Risk Management or any other City staff.

Any company and/or individual who does not comply with the above stated "No Contact" and "No Advocating" policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Iran Divestment Act

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

Diversity Business Enterprise Program (DBE) Program

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2022 goal is to conduct 4.3% of its business with minority owned businesses, 10.3% of its business with women-owned businesses, and 37.1% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

Exceptions to Terms and Conditions

Applicants shall be presumed to be in agreement with the terms and conditions of the RFP unless the Applicant takes specific exception to one or more of the conditions on this form. RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the City something significantly different than the City requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to City terms and conditions. Reference the actual number of the City's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (Add additional pages if necessary.)

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as exceptions above.

Signature

Title

Date