Request for Proposals

Group Term Life, Accidental Death and Dismemberment, and Long Term Disability Insurances

RFP No. 2016-39

ISSUE DATE:
January 6, 2016

DEADLINE FOR SUBMISSION OF PROPOSALS:
4:00 PM Local time
Thursday, February 4, 2016
Deliver to: WCPS Center for Educational Services

Dates/times are subject to change by written notice to all potential Proposers. Questions regarding an issue arising in the context of this procurement must be directed in writing transmitted by mail, fax or email to: Lisa Freeman, Supervisor of Purchasing for Washington County Public Schools. She can be reached by telephone at 301-766-2842, fax at 301-766-2859, and email: freemlis@wcps.k12.md.us.

This RFP document is posted on the WCPS Purchasing website at www.wcpspurchasing.com. This is also the source for any/all addenda. Please register your company for notices about this RFP and similar projects on our web site.
WCPS RFP No. 2016-39
Group Life, AD&D, LTD Insurances

Procurement Schedule

RFP Issue Date: January 6, 2016

Procurement Officer: Ms. Lisa Freeman, C.P.M.
Supervisor of Purchasing
Office Phone: (301) 766-2842
Fax: (301) 766-2859
Email: freemlis@wcps.k12.md.us

Submit Proposals to: Purchasing Office
Washington County Public Schools
Center for Education Services
10435 Downsville Pike
Hagerstown, Maryland 21740

Pre-Proposal Conference: 10:00 AM, Thursday, January 14, 2016
Washington County Public Schools
Center for Education Services
10435 Downsville Pike
Hagerstown, Maryland 21740

Proposal Due Date and Time: Thursday, February 4, 2016 at 4:00 PM local time

General Project Timeframe

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal issue date</td>
<td>January 6, 2016</td>
</tr>
<tr>
<td>Pre-proposal meeting</td>
<td>January 14, 2016 10:00 AM local time</td>
</tr>
<tr>
<td>Deadline for written questions</td>
<td>January 21, 2016 by 4:00 PM</td>
</tr>
<tr>
<td>Proposal deadline</td>
<td>February 4, 2016 by 4:00 PM local time</td>
</tr>
<tr>
<td>Review technical proposals</td>
<td>February 5 - February 12, 2016</td>
</tr>
<tr>
<td>Review price proposals</td>
<td>February 15 - February 19, 2016</td>
</tr>
<tr>
<td>Finalist interviews</td>
<td>February 24 - February 26, 2016</td>
</tr>
<tr>
<td>Alternate Finalist interviews if needed due to inclement weather</td>
<td>February 29 - March 2, 2016</td>
</tr>
<tr>
<td>Recommendation for TPA approval to the WCBOE</td>
<td>March 15, 2016</td>
</tr>
<tr>
<td>Execution of Contract and Implementation Planning</td>
<td>End of March, 2016</td>
</tr>
<tr>
<td>Effective for Coverage Period</td>
<td>July 1, 2016 – June 30, 2019 w/3 – Renewal Options</td>
</tr>
</tbody>
</table>

Dates/times are subject to change by written notice to all potential Proposers.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Sections</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. General Information</td>
<td>4-10</td>
</tr>
<tr>
<td>II. Proposal Format</td>
<td>11-13</td>
</tr>
<tr>
<td>III. Proposal Evaluation</td>
<td>14-15</td>
</tr>
<tr>
<td>IV. Specification Overview</td>
<td>16-20</td>
</tr>
<tr>
<td>V. Group Life &amp; AD&amp;D Technical Questionnaire</td>
<td>21-23</td>
</tr>
<tr>
<td>VI. LTD Technical Questionnaire</td>
<td>24-25</td>
</tr>
<tr>
<td>VII. Price Bid Forms</td>
<td>26-28</td>
</tr>
</tbody>
</table>

Required Attachments: (available as separate documents on the WCPS Purchasing website)

- Bid/Proposal Affidavit
- Mandatory Contract Addendum
- “NO BID” Reply Form
Section I - General Information

Definitions
As contained herein, the terms “WCPS” and “Schools” mean Washington County Public Schools. The terms “bidder”, “offeror”, “firm”, and “person” are synonymous, and mean an entity submitting a proposal in response to this solicitation. Similarly, the terms “bid”, and “proposal”, mean the response submitted by an offeror. The term “contractor” means an offeror awarded a contract as a result of this solicitation. The terms “General and Special Provisions”, “requirements”, “scope”, “specifications”, and “criteria” mean the services, terms, and conditions required by the RFP.

Summary Statement
Washington County Public Schools is soliciting proposals for Group Life, Accidental Death and Dismemberment (AD&D), Dependent Life, Supplemental Life, Voluntary AD&D, Retiree Life and Long Term Disability (LTD) plans sponsored by the Washington County Board of Education. Proposals are requested at this time in order to establish a contract with one or more qualified and experienced service providers for an effective coverage period starting July 1, 2016 through June 30, 2019 (3 Year Period) with the possibility of renewal for three additional, one-year periods, potentially through June 30, 2022. Prices shall remain firm for the initial three year term of the contract with the opportunity for price adjustment annually thereafter at renewal. Bidders can choose to bid on only the Life and AD&D contracts, only on the LTD contracts, or all contracts.

Procurement Officer
The sole point of contact at Washington County Public Schools for purposes of this RFP, prior to the award of any contract, is the Procurement Officer at the address listed below:

Ms. Lisa Freeman, Supervisor of Purchasing
Washington County Public Schools- Center for Education Services
10435 Downsville Pike
Hagerstown, Maryland 21740
Telephone #: 301-766-2842
E-mail: freemlis@wcps.k12.md.us

Contract Monitor
The individual responsible for day-to-day administration and management of any resultant Contract shall be the Contract Monitor identified below:

Ms. Regina Keller, Supervisor of Employee Benefits
Washington County Public Schools- Center for Education Services
10435 Downsville Pike
Hagerstown, Maryland 21740
Telephone #: 301-766-8991
Fax #: 301-766-8727
E-mail: kellereg@wcps.k12.md.us

Pre-Proposal Conference
A pre-proposal conference will be held on Thursday, January 14, 2016, at 10:00 AM
WCPS RFP No. 2016-39
Group Life, AD&D, LTD Insurances

(local time) at the Washington County Public Schools Center for Education Services, 10435 Downsville Pike, Hagerstown, Maryland. Attendance at the pre-proposal conference is not required. However, all interested companies are encouraged to attend this important meeting.

**eMaryland Marketplace**
Each Bidder is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the Washington County Public Schools - Purchasing Department website and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to [https://emaryland.buyspeed.com/bso/login.jsp](https://emaryland.buyspeed.com/bso/login.jsp), click on “Register” to begin the process, and then follow the prompts.

**Questions**
The deadline for questions about this RFP is 4:00 pm (local time) Thursday, January 21, 2016. Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer only.

Written questions will be accepted prior to, during and subsequent to the pre-proposal conference. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be published in Addenda to all prospective Bidders on the WCPS Purchasing website: [www.wcpspurchasing.com](http://www.wcpspurchasing.com).

The Procurement Officer named above is the sole contact for any and all inquiries after this RFP has been released and until a final decision has been made to award by the WCBOE. Violation will result in rejection of the bid.

**Proposal Due (Closing) Date**
An unbound original and three (3) bound copies of the proposal must be received by the WCPS Procurement Officer no later than 4:00 PM local time, Thursday, February 4, 2016.

An electronic version (CD or thumb drive) of the Technical Response Proposal and an electronic version (CD or thumb drive) of the Pricing Response Proposal is required to be included in the separate bid proposal packages with the respective hard copies of the bid proposals.

Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer.
Proposals received by the WCPS Procurement Officer after 4:00 PM Local Time Thursday, February 4, 2016 will be refused or returned to the bidder.

Proposals may not be submitted to WCPS by e-mail or facsimile.

**Duration of Offer**

Proposals submitted in response to this RFP shall be firm offers and irrevocable for a minimum 120 days following the closing date of proposals. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

**Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be made only by written addenda to this RFP solicitation document which will be posted on the WCPS Purchasing website. Bidders should check the website frequently while the RFP remains active and open to keep abreast of any posted addenda. Any amendments made after the closing date for proposals will be sent only to those Bidders who submitted a responsive proposal.

Acknowledgment of the receipt of all addenda to this RFP solicitation document must be stated in the Bidder's proposal in the Transmittal Letter in the Proposal submittal. Acknowledgement of the receipt of addenda to the RFP issued after the proposal due date shall be in the manner specified in the addenda. Failure to acknowledge receipt of an addendum may result in a determination that the proposal is non-responsive.

**Cancellation; Discussions**

WCBOE reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Bidders in any manner necessary to serve the best interests of the WCBOE. Bidders are strongly advised to submit their best pricing in their proposal at the outset of this procurement process. Based upon the initial price offers, WCPS may or may not conduct price negotiations or discussions with any/all Bidders. Based on a change in the specifications, or if the price offers exceed the available funds, the Supervisor of Purchasing may invite revised price offers from finalist companies only. The WCBOE reserves the right, in its sole discretion, to award a contract based upon the original written proposals received without further discussion or negotiation.

**Oral Presentation**

Bidders may be required to make oral presentations to WCPS representatives. Significant representations made by a Bidder during the oral presentation must be reduced to writing. All written representations will become part of the Bidder's proposal and are binding if the contract is awarded. The Procurement Officer will notify Bidders of the time and place of oral presentations. Please review the proposed timeline for possible oral presentation dates.

**Incurred Expenses**

WCPS will not be responsible for any costs incurred by a Bidder in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.
Access to Public Records Act Notice
A Bidder should clearly identify and give specific written direction regarding those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by WCPS under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Information which is claimed to be confidential must be separated from the general contents of the proposal and placed in its own section as an Appendix to the Technical Response or Pricing Response Proposal. Bidders are advised that, upon request for this information from a third party, the WCPS will make an independent determination whether the information is subject to release for public disclosure under the federal Freedom of Information Act and State law (COMAR 21.05.08.01).

Subcontractors
The selected Bidder shall be responsible for providing all products and services required by WCPS under this RFP solicitation document and any resultant contract. The Proposal must explicitly disclose the name and qualifications of any/all subcontractor(s) to be employed and provide a complete description of roles and responsibilities. The contractor shall remain at all times fully responsible for all services and deliverables required under this contract including any portion of the work assigned to a subcontractor.

Subsidiaries
If a Bidder that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Bidder such as, but not limited to, proposed services, description of the Bidder's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

Prohibited Persons
In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, a person who enters into an agreement with a local board of education may not knowingly employ an individual to work at a school if the individual is a registered sex offender. This provision applies to all individuals that may be working on the school property, making deliveries or visiting the school property for business purposes.

Consent to No Exceptions
By submitting an offer in response to this RFP, the Bidder, if selected for an award, shall be deemed to have accepted the terms of this RFP and the Contract, unless an exception to any term/condition of this RFP or the Contract is explicitly written in the Executive Summary of the Proposal. A proposal that takes exception to any term or condition of the RFP/Contract will be subject to scrutiny and may be cause for a determination that the proposal is non-responsive. WCPS is under no obligation to engage in discussion with the bidder on the exception. WCPS may determine in its sole discretion that the proposed exception is not in the best interests of WCPS and/or its employees.
**Verification of Registration and Tax Payment**
Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of proposals. A Bidder’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.

**Arrearages**
By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

**False Statements**
Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

(a) In connection with a procurement contract a person may not willfully:
   (1) falsify, conceal, or suppress a material fact by any scheme or device;
   (2) make a false or fraudulent statement or representation of a material fact; or
   (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
(c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding 5 years or both.

**Conflict of Interest**
Potential Bidders should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances.

The successful Bidder will provide services to WCPS and must do so impartially and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Bidder under COMAR 21.06.02.03B.

**Multi-agency Procurement**
WCPS reserves the right to extend the terms and conditions of this bid to any and all other governmental agency(ies) upon request. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to any requesting agency. This may include requests by private schools, parochial schools, and/or state agencies and community colleges located within the state of Maryland, as well as other state quasi-agencies.
Each participating jurisdiction or agency shall enter into its own contract with the contracted firm and such contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction. Disputes over the execution and administration of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the contractor.

**Objection to Award**

Any company objecting to the bid procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company's responsibility to ascertain and confirm the date/time of the pertinent Board Meeting. Awards are posted at www.wcpsmd.com under “SCHOOL BOARD” tab, “BOARD MEETINGS”- Choose “BoardDocs” link on right.

The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The protest letter must include: a request for review and ruling by WCPS; a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company; copies of relevant documents; and a statement of the form of relief being requested. Failure to comply with these latest instructions may result in the protest being deemed "not filed". Bid protests received later than five (5) days after the Board Meeting will result in the protest being deemed "not timely". **The WCPS will not respond or address bid protests that do not conform to these instructions.**

**Use of Electronic Versions of this Document**

This RFP is being made available by electronic means to any prospective Bidder on the WCPS website. If a Bidder accepts the RFP, the Bidder acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Bidder's possession and the Purchasing Office's version of the RFP, the Purchasing Office's version shall govern.

**Escalator Clause**

Proposals are requested at this time in order to establish a contract with an effective period starting July 1, 2016 through June 30, 2019 (3 Year Period) with the possibility of renewal for three additional, one-year periods, potentially through June 30, 2022.

Prices may be submitted as a single fee by product for the initial three year term or multiple fees by product (varies each year) of the initial term or both ways. Regardless, prices shall remain firm as quoted in the proposal for the annual periods of the contract through June 30, 2019. The contract will allow the opportunity for price adjustment annually thereafter at renewal, under the following conditions.

1. The Service Provider must notify the Contract Monitor in writing at least one hundred twenty (120) days prior to the approaching renewal period (by March 3, 2019/2020/2021.) Failure to meet this deadline will result in rejection of the request.

2. A request for a price increase must be submitted in the form of a letter addressed to the Contract Monitor and received prior to March 3, 2019/2020/2021. The letter must be explicit as to the reason for the price changes being requested and include all current...
fees, requested fees, percentage change, and a detailed explanation of the total cost implication to WCPS.

3. The price increase allowed for any renewal period is limited. The percentage of increase in price may not exceed the percentage change in the marketplace in the previous annual period according to the Bureau of Labor Statistics Producer Price Index Series Id: PCU524 for Insurance carriers and related activities.

4. It is understood that PPI Data is considered Preliminary during the most recent four months of publication and preliminary results will not be used in the determination of the trend.

5. The right and option to renewal this contract is unilateral at the WCBOE’ sole discretion.
Section II - Proposal Format

This RFP solicitation document is organized into sections. Section I covers "General Information," and Section II describes the "Proposal Format". Section III describes the "Proposal Evaluation" process, and Section IV contains the "Specifications Overview" portion. Section V is the "Group Life and AD&D Technical Questionnaire" while Section VI is the "LTD Technical Questionnaire". Section VII contains the “Price Bid Forms”. There are also several attachments labeled Attachments A-C which require your attention.

**Pricing in the technical portion of the bid proposal will deem your bid to be non-responsive and not susceptible for award.**

An unbound original and three (3) bound copies of the proposal must be received by the WCPS Procurement Officer not later than 4:00 PM local time, Thursday, February 4, 2016. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer.

An electronic version (CD or thumb drive) of the Technical Response Proposal and an electronic version (CD or thumb drive) of the Pricing Response Proposal is required to be included in the separate bid proposal packages with the respective hard copies of the bid proposals.

**Access to Census Information and Experience Data**
To access the census information, experience data, plan documents and current rates, please email Michelle Schultz, Buyer in the Purchasing Office of WCPS at schulmic@wcps.k12.md.us. You will then receive an email providing a link to a different secure web site administered by the project consultant, Bolton Partners. This data resides on that secure web site.

Contact Michelle Schultz, Buyer, at telephone number (301) 766-2844 or at the email address above immediately if you have any questions or difficulty obtaining the information.

**Proposal Format**
All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”) and should be organized as follows:

**Volume I - Technical Proposal Response**

A. Transmittal Letter
A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal, acknowledge the receipt of any addenda, and provide the person's name and contact information for questions about the bid. The transmittal letter must be signed by an individual who is authorized by the Service Provider to enter into a contract with WCBOE if selected for award.

B. Title Page and Table of Contents
The technical proposal should begin with a title page bearing the name and address of the Bidder and the name and number of this RFP. This page should be followed by a table of contents for the Technical Proposal Response.
C. Executive Summary
   The Bidder shall list the coverage items included in the bid. The Bidder shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The summary shall also identify any exceptions the Bidder has taken to the requirements of this RFP.

D. Response to Technical Proposal Questionnaires
   In a concise manner, the Bidder shall address each requirement in Section V “Group Life & AD&D Questionnaire” and Section VI “LTD Technical Questionnaire” of this RFP and describe how the Bidder’s proposed services will meet those requirements.

E. Bid/Proposal Affidavit
   Bidder shall include a completed and signed Bid/Proposal Affidavit as part of its proposal in order to be considered for award of a contract.

F. Services Contract Forms
   Bidder shall submit the forms which would be required to be executed by WCPS as the form of agreement between the parties. All contract forms required to be signed and executed by WCBOE shall be included in the technical proposal.

G. Attachments
   Any item or data requested or provided should be included as attachments labeled beginning with Attachment D.

H. Appendix
   Information which is claimed to be confidential must be separated from the general contents of the proposal and placed in its own section as an Appendix to the Technical Response Proposal.

Absolutely NO fee or cost information should be included in the Technical Proposal, either the hard copies or electronic submittals. Inclusion of fee or cost information in the Technical Proposal will result in the Bidder’s bid being deemed "non-responsive".

Volume II – Pricing Proposal Response

A. Title Page and Table of Contents
   The price proposal should begin with a Title Page bearing the name and address of the Bidder and the name and number of this RFP. This should be followed by a Table of Contents for the price proposal.

B. Executive Summary
   The Bidder shall condense and highlight the contents of the Price Proposal in a separate section titled “Financial Summary.” The summary shall also outline the type(s) funding arrangements offered, any guarantees offered for administrative fees, discounts, or performance guarantees.
C. Pricing Proposal Bid Forms  
   Completed Price Proposal Bid Forms shall be included in order of the bid form number and are listed in Section VII.

D. Appendix  
   Information which is claimed to be confidential must be separated from the general contents of the proposal and placed in its own section as an Appendix to the Pricing Proposal Response.
Section III - Proposal Evaluation

Mandatory Responsiveness Requirements
To be eligible for consideration, a proposal must be: timely received from a Bidder; properly signed by the Bidder; complete, including the Bid/Proposal Affidavit and other required forms; and fully compliant with bid proposal instructions. Pricing must be a separate submission and excluded from the Technical Proposal Submission.

Purpose
To be eligible for consideration, it shall be the responsibility of the Bidder to meet all specifications and guidelines set forth herein. WCPS, at its discretion, will determine the final criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by WCPS.

Evaluation Committee
The Purchasing Officer has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Purchasing Office will notify, in writing, of its selection the responsible Bidder whose proposal is determined to be the most advantageous to the WCPS as determined by the Evaluation Committee after taking into consideration all factors.

Evaluation Criteria
The committee will evaluate the proposals based upon the following weighted criteria:

I. Qualifications and Experience/Technical – 40 Points
   A. Plan Administration – 15 Points
      a. Account management team
      b. Quality of communication materials and methods
      c. Ability to meet needs of WCPS plan design
      d. Data reporting capabilities
   B. Claims Administration – 15 Points
      a. Ease of claim handling and processing
      b. Accuracy
      c. Customer Service
      d. Performance Guarantees
   C. Client References – 10 Points
      a. Preference given for other Boards of Education clients

II. Price Information (contingent upon technical proposal receiving a satisfactory score) – 60 Points

III. TOTAL: 100 Points

If a technical proposal is deemed incomplete, indicates unacceptable experience or coverage, or fails to follow bidding instructions or include the required forms, WCPS will not open the price
proposal, but will return it to the bidder. Cost proposals will be opened after technical proposals have been evaluated and ranked.

Note that the criteria listed above are a guide to the evaluation team and may not be rigidly applied in the final analysis.
Section IV - Specification Overview

Background Information
WCPS currently offers various employee benefits to active employees and retirees over and under the age of 65. The number of full-time employees is approximately 2,836, and the number of part-time employees is approximately 339. There are currently 1,392 retirees eligible for a life insurance benefit. Teachers and Educational Support Personnel groups both fall under respective negotiated agreements. Administrators and Supervisors are guided by personnel policies and procedures. Retiree benefits are not negotiated by a union or organized group.

Currently, life and AD&D coverage is with Minnesota Life Insurance Company. Coverage was awarded to Minnesota Life effective July 1, 2012. Prior to that date, coverage was with the Standard Insurance from July 1, 2009 – June 30, 2012.

LTD coverage was awarded to Cigna on July 1, 2012. Prior to that date, coverage was with the Standard Insurance from July 1, 2009 – June 30, 2012.

It is permissible to bid solely on LTD or bid solely on the life and AD&D products. WCPS is fully insured for all products associated with this RFP.

Performance Guarantees
Certain tasks are critical to the successful implementation and ongoing operation of the WCPS benefit programs. Proposals submitted shall include Performance Guarantees with criteria for the following items: Producing Open Enrollment Material; Summary Plan Descriptions and Contracts; Account Management, Support; Claims Processing; and Client Reporting. Respondent(s) should clearly outline any Performance Guarantees they will offer WCPS. A complete description of guarantees, amounts at risk, and measurement criteria should be included.

Data Provided with this RFP

I. Experience data from Minnesota Life and CIGNA
II. Current rates
III. Current benefit booklets
IV. Census file including active and retired.
Current Benefits
Current benefits are summarized here for your convenience. It is suggested that you review the plan documents for further details prior to providing a bid. If there is a difference between the information listed below and what is contained in the plan document, the plan document will preside.

Eligible Groups for Life and AD&D
I. Class 1 - All active employees of the employer classified as Superintendent, regularly working a minimum of 30 hours per week
II. Class 2 - All active employees of the employer classified as Administrators
III. Class 3 - All active employees of the employer classified as Teachers
IV. Class 4 - All active, full-time employees of the employer classified as Educational Support Personnel, regularly working a minimum of 30 hours per week
V. Class 5 - All active, part-time employees of the employer classified as Educational Support Personnel, regularly working a minimum of 15 hours per week but less than 30 hours per week
VI. Class 6 - Retired members (only eligible for Retiree Life outlined below)

Basic Life and AD&D
a. Benefit Amount - Class 1 - 1x Annual earnings; amount rounded to the next higher multiple of $1,000; Minimum total benefit of $10,000; Maximum total benefit of $250,000. Class 2, 3, 4, 5 - 1x Annual earnings; amount rounded to next higher multiple of $1,000; Minimum total benefit of $10,000; Maximum total benefit of $200,000. Note: Employees who earn less than $10,000 per year will receive $10,000 in basic life insurance.

b. Accelerated Benefit - Terminally ill patients with life expectancy less than 12 months can receive up to 100% of Life Insurance amount (Basic and Supplemental combined) while still alive.

c. No medical evidence of insurability is required if employee signs up when first eligible; evidence required for late enrollees.

d. Waiver of premium.

e. No age reduction.

f. Conversion is available at individual rates.

g. Premiums for Class 1, 2, 3, 4 are paid by employer and enrollment is automatic. Premiums for Class 5 are paid by employee and enrollment is voluntary.
**Voluntary AD&D**

a. 3 options offered: $50,000, $100,000, or $200,000.

b. Premiums are paid by employee.

**Supplemental Life**

a. Benefit Amount – Class 1 - 1x, 2x, or 3x annual salary to $350,000; Maximum of $750,000 (combined with Basic). Class 2, 3, 4, 5 - 1x, 2x, or 3x annual salary to $350,000; Maximum of $600,000 (combined with Basic).

b. Electing or increasing coverage requires an Evidence of Insurability (EOI); EOI may be required if employee is newly eligible or for a qualified status change.

c. Waiver of premium.

d. Premiums are paid by employee.

**Dependent Life**

a. Packaged Option: Spouse - $7,500; Child(ren) - $3,000

b. All spouse and child coverage is guaranteed.

c. Children are eligible from live birth to age 26.

d. A spouse is not eligible if they are also eligible for employee coverage.

   e. A child may only be covered by one parent.

   f. Premiums are paid by employee.

**Retiree Life**

a. For members who retired prior to July 1, 1986: $1,000; For members who retired between July 1, 1986 and June 30, 2012: $5,000; and, For members who retire on or after July 1, 2012: $10,000.

b. Premiums paid by retiree.

c. Coverage is offered as a one-time enrollment at retirement only. Retirees waiving this life insurance coverage cannot elect it at a later date.
Eligible Groups for Long Term Disability (LTD)

I. Class 1 - All active employees of the employer classified as Superintendent, regularly working a minimum of 30 hours per week

II. Class 2 - All active employees of the employer classified as Administrators, regularly working a minimum of 30 hours per week

III. Class 3 - All active employees of the employer classified as Teachers, regularly working a minimum of 30 hours per week

IV. Class 4 - All active employees of the employer classified as Educational Support Personnel, regularly working a minimum of 30 hours per week

LTD

a. Waiting period – after 5 days of active service

b. Benefit is 60% of the employee's base monthly salary, to a maximum benefit of $12,000 per month for Class 1 and $10,000 a month for Class 2, 3, and 4.

c. Minimum Benefit is 25% of monthly benefit prior to any reductions for other income.

d. Elimination Period is 90 days.

e. Maximum Benefit Period is as follows:

<table>
<thead>
<tr>
<th>Age 62 or under</th>
<th>To age 65 or 42 months, if later</th>
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<tbody>
<tr>
<td>Age 63</td>
<td>36 months</td>
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<tr>
<td>Age 64</td>
<td>30 months</td>
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<td>Age 65</td>
<td>24 months</td>
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<td>Age 66</td>
<td>21 months</td>
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<tr>
<td>Age 67</td>
<td>18 months</td>
</tr>
<tr>
<td>Age 68</td>
<td>15 months</td>
</tr>
<tr>
<td>Age 69 or older</td>
<td>12 months</td>
</tr>
</tbody>
</table>

f. COLA Included
g. Own Occupation Period is the first 24 months for which LTD benefits are paid.

h. Any Occupation Period is from the end of the Own Occupation Period to the end of the Maximum Benefit Period.

i. Pre-Existing 3/12

j. Survivor benefit - Lump sum of 3 times monthly LTD benefit without reduction by deductible income.

k. Premiums are paid by the employee. For certain Classes, WCPS subsidizes by increasing employee pay by a percentage of the premium cost. Class 1 and 2 pay 25% of the premium and WCPS pays the remaining 75%. For Class 4, WCPS increases employee pay by 100% of the premium cost. Class 3 receive an increase in pay of 75% of the premium cost.

**Requested Benefits**

For all plan levels, WCPS is requesting a duplication of current plans. Bidders must clearly state if they cannot duplicate current benefits. Suggestions for modifications are welcomed. Also, on pricing bid form #2, proposed benefit changes are listed for bidders to price accordingly.
Section V - Group Life and AD&D Technical Questionnaire

1. Please list two references for school system or government clients who are similar in size to WCPS that have purchased Basic, Dependent, and Supplemental Life insurance from your company. Include contact name, telephone number, company name and address. Please list any references within the State of Maryland.

2. Please identify your company’s most recent ratings by the major agencies, including Moody’s, A.M. Best, Fitch and Standard & Poor’s for each of the past five years. Have there been any upgrades or downgrades to your credit ratings in the last two years? Have you been placed on watch or outlook by any of the ratings agencies? If yes, explain the reason.

3. Confirm that you will administer a no gain/no loss takeover provision. Describe how this will work. Confirm all current amounts of Basic, Dependent, and Supplemental life insurance amounts will be grandfathered.

4. Confirm that you are offering a Basic Life plan that does not require satisfaction of evidence of insurability to newly hired or newly eligible, as long as the employee signs up when first eligible. Confirm that your proposal includes the same guaranteed maximums as under the current plan.

5. If the current basic life benefit is maintained, will you allow all employees not currently electing basic life to enroll without medical evidence during a one-time special open enrollment period? Will you allow all employees not currently electing supplemental life insurance to enroll without medical evidence during a one-time special open enrollment period? If yes to either, are there any guarantee issue limits on the one-time enrollment?

6. Will you allow employees to elect or buy up one level of supplemental life with no medical evidence when experiencing certain life events?

7. Is there a charge to the client for conversions to individual policies? If so, how is it charged?

8. Will you accept beneficiary designations existing under the current employee life programs? If an employee dies without naming a beneficiary, does the policy have a preferential beneficiary designation (i.e., wife, children, parents, etc.)?

9. From what location will claims be paid?

10. What is your company’s goal regarding number of days for payment of life claims? What was the actual length of time that it took to pay claims during 2015?

<table>
<thead>
<tr>
<th>Average # of Days</th>
<th>Longest # of Days</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Term Life</td>
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</tbody>
</table>
11. Confirm that the following services are included in your quoted rates. If there is an additional charge for these services, please indicate the charge.
   a. Booklets/certificates of coverage
   b. Revision to booklets if benefits change in subsequent years
   c. Pricing any proposed benefit modifications
   d. Supplemental plan communication materials and employee meetings

12. Confirm that you will capture the following information, by coverage type, and will report it to WCPS and Bolton Partners (BP) each year based on the plan year (July - June):
   a. Premium paid, by month
   b. Claims paid, by month
   c. IBNR reserve at end of period
   d. If applicable, detail on the existing waiver claims

13. Indicate the date for which you will guarantee delivery to WCPS and BP of the above information, by time period (e.g., within 60 days of the end of the plan year).

14. Please provide sample applications, policies, bills and forms necessary to file a claim. Confirm claims can be filed and tracked online via a secure website.

15. Briefly explain a claim process from beginning to end. Explain both employer and beneficiary requirements.

16. Confirm that you provide an accelerated death benefit in cases of terminal illness. What constitutes a terminal illness? How much of the benefit is paid early and when is it paid? If your accelerated death benefit differs from the current, make certain any differences are noted in your response.

17. Describe in detail how your waiver of premium provision works for employees who become disabled. How long a period will WCPS have to file for waiver claims after date of disability?

18. For 2015, for your total customer base, provide an approximate percentage of policies approved for supplemental life insurance amounts from participants requiring evidence of insurability.

19. Confirm that you are duplicating all other provisions and benefits of the current WCPS plan, particularly the provisions relating to continued coverage when employees are not actively at work.

20. The life coverages are currently self-administered (billing, etc.) by WCPS. Confirm that you would continue this procedure.
22. For plans where the benefit is tied to salary, describe what happens when salaries increase. Does the benefit automatically increase at that time? Is evidence of good health ever required with increases in benefit as a result of salary increases?

23. How do you handle payment to children under 18 that are listed as beneficiaries under the Life plans? Do you set up an account, what interest is credited, when is the claim paid out?

24. Confirm you will attend all annual open enrollment meetings at no additional cost.

25. Provide information on the Account Team that would be assigned to this contract. Provide brief summaries of experience, location and their role on the team.
Section VI - LTD Technical Questionnaire

1. Please list references for two clients who are similar in size to WCPS that have purchased LTD insurance from your company. Include contact name, telephone number, company name and address. References located in Maryland are preferred.

2. Please include a copy of your company's most recent ratings by the major agencies, including Moody's, A.M. Best, Fitch and Standard & Poor's for each of the past five years. Have there been any upgrades or downgrades to your credit ratings in the last two years? Have you been placed on watch or outlook by any of the ratings agencies? If yes, explain the reason.

3. Describe, in detail (and provide pertinent samples), how you plan to provide enrollment and ongoing administrative assistance to WCPS. How are adds/deletes processed?

4. Describe the definition of earnings your quoted plan assumes. Are benefits reduced by any other sources of income besides family Social Security and State Retirement?

5. Does the contract contain a Work Incentive Benefit?

6. Does the plan provide for Partial Disability Benefits? Please describe.

7. Is the mental and nervous condition benefit limited? Are there any limits for self-reported conditions? Are there limits for any other types of condition (musculoskeletal, chemical/environmental, etc.)?

8. Is there a pre-existing condition clause under the plan?

9. Explain your procedures for administering plans for employees of school systems where a majority of employees have extended periods of non-work time (summer break).

10. In determining how much you would pay if a claimant is disabled and working, do you (a) look only at what they are earning; or (b) determine what they could be earning if working at maximum capacity?

11. Regarding your gainful occupation provision once a person reaches the any occupation phase of disability: (a) what is the income threshold for a potential new occupation (i.e. 60% of pre-disability earnings)? (b) do you stop disability payments at the point when they could begin earning above the threshold or do you stop payments at an earlier date if the claimant is deemed able to work at the threshold level at some point in the future?

12. What age reduction schedule does your offer assume? Confirm it complies with ADEA.

13. Does your quote include a conversion benefit? A survivor benefit? Please describe.

14. Is the plan portable? If so, is it at the same rates and with the same benefits?
15. Does your quoted rate assume a Cost of Living Adjustment (COLA)? If yes, please describe. If no, what would be the rate increment to add your standard COLA?

16. What differentiates your company’s LTD product from your competitors? Please summarize.

17. What changes, if any, are you proposing to the current benefits, including benefit limitations?

18. What plan changes would you recommend to control costs?

19. Confirm that you are duplicating all eligibility provisions of the current plan, including provisions relating to coverage while the employee is not actively at work.

20. For 2015, for your total customer base, for new claim filings, how long has it taken, on average, for claim payments to begin (starting from the date of disability)?

21. Do you assist employees in filing for Social Security Disability when appropriate? What percentage of all LTD claimants (disabled two years or more) receive Social Security Disability?

22. How do you adjudicate claims that involve self-reported disabilities (i.e. those not verifiable by a physician using standard test, procedures, or clinical examinations)?

23. What information do you require to evaluate and approve a disability? How do you ensure the employee is eligible?

24. Please describe how your company properly monitors, administers and investigates LTD claims to prevent abuse.

25. Following the initial LTD benefit payment, how frequently do you follow-up for continued evidence of disability? Please describe the process.

26. Describe your telephonic intake process. Please include hours of operation and quality control measures.

27. Please explain how you coordinate LTD benefits with Worker’s Compensation benefits.

28. Please coordinate with WCPS staff in retrieving claim related information.

29. Confirm you will attend all open enrollment meetings at no additional cost.

30. Provide information on the Account Team that would be assigned to this contract. Provide brief summaries of experience, location and their role on the team.

31. Outline all reporting that is provided or available.
Section VII - Pricing Bid Forms

Assumptions
1. Premiums will be collected and remitted from one location.

2. All costs are to be guaranteed for a minimum of 12 months.

3. July 1, 2016 effective date.

4. Administration includes:
   a. Standard claim reports.
   b. Underwriting and actuarial services (normal).
   c. Administration manual.
   d. Booklet preparation and printing.

5. Premiums will be paid one month in arrears.

Additional Notes
1. It is not a requirement that you bid on all coverages.

2. All rates should be standalone.

3. Please list separately any pricing difference if WCPS were to purchase more than one line of coverage.

4. If you offer different funding arrangements, please explain with pricing in your Price bid response.
### BID FORM 1
**Duplicating the Current Plan Design**

When listing monthly rates, please clearly indicate the units in your proposal for the various products, e.g. `$X.XXX per $1,000 per month` or `$Y.YYY per $100 per month` or `$Z.ZZ per unit per month`.

#### Years 1-3

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Volume</th>
<th>Inforce</th>
<th>Monthly Rate</th>
<th>Annual Premium</th>
</tr>
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<tbody>
<tr>
<td>Life</td>
<td>$155,525,000</td>
<td>2878</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AD&amp;D</td>
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<td>Supplemental Life</td>
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<td>766</td>
<td></td>
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<tr>
<td>Dependent Life (spouse and/or children)</td>
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<td></td>
</tr>
<tr>
<td>Retiree Life</td>
<td>$8,281,000</td>
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<tr>
<td>LTD</td>
<td>$10,212,425</td>
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#### Years 4-5 (can be different rates each year, please label accordingly)

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**BID FORM 2**  
**Proposed Benefit Changes**

Please price the following proposed benefit changes. Price each benefit separately so WCPS can see the impact of each individual item:

- Increase Spouse Life to $20,000
- Increase Child Life to $10,000
- Increase Class I Supplemental Life Insurance maximum total benefit to $800,000 (when combined with Basic Life)
- Decrease LTD minimum disability benefit to 10% of monthly benefit prior to any reductions for other income.

When listing monthly rates, please clearly indicate the units in your proposal for the various products, e.g. ‘$X.XXX per $1,000 per month’ or ‘$Y.YYY per $100 per month’ or ‘$Z.ZZ per unit per month.’

### Years 1-3

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</table>
BID/PROPOSAL AFFIDAVIT

COMAR 21.05.08.07

Bidder shall complete and submit this bid/proposal affidavit to the Supervisor of Purchasing, Washington County Public Schools with the bid or offer.

A. AUTHORITY

I HEREBY AFFIRM THAT:

I (print name)_________________________________ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1 Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308 (a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D (1)- (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

____________________________________________________________
____________________________________________________________
____________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Bid /Proposal Affidavit
Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

____________________________________________________________
____________________________________________________________
____________________________________________________________

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

____________________________________________________________
____________________________________________________________
____________________________________________________________

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Bid /Proposal Affidavit
Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Bid /Proposal Affidavit
Date:_______________________________________

By:

____________________________________________
(Print name of Authorized Representative and Affiant)

____________________________________________
(Signature of Authorized Representative and Affiant)
MANDATORY CONTRACT ADDENDUM

COMAR 21.07.01.25

Bidder shall complete and submit this contract affidavit to the Legal Department of Washington County Public Schools to attach with the contract form.

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name)___________________________________________possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

Corporation ___domestic ____or foreign

Limited Liability Company ___domestic ___or foreign

Partnership ___domestic ___or foreign

Statutory Trust __domestic ___or foreign

Sole Proprietorship____

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with State Department of Assessments and Taxation is:

Name and Department ID Number_______________________________________________________

Address:____________________________________________________________________________

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Mandatory Contract Addendum
Name and Department ID Number: ______________________________________________________

Address: __________________________________________________________________________

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article §§14-101-14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of the prohibitions;

Mandatory Contract Addendum
(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

   (i) The dangers of drug abuse and alcohol abuse in the workplace;
   (ii) The business’s policy of maintaining a drug and alcohol free workplace;
   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

   (i) Abide by the terms of the statement; and
   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

   (i) Take appropriate personnel action against an employee, up to and including termination; or
   (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below,
that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance on the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated________________________, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_______________________________

By:_____________________________________________
(Printed name of Authorized Representative and Affiant)

________________________________________________
(Signature of Authorized Representative and Affiant)
Bidder:

To assist us in obtaining good competition on our Invitations to Bid, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders List by so indicating below.

RFQ #2016-39
RFQ TITLE: Group Term Life, Accidental Death and Dismemberment, and Long Term Disability Insurances

Unfortunately, we must offer a “NO BID” at this time because:

☐ 1. We do not wish to participate in the bid process.

☐ 2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are:

☐ 3. We do not feel we can be competitive.

☐ 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

☐ 5. We do not wish to sell to the Washington County Public Schools. Our objections are:

☐ 6. We do not sell the items/services on which bids are requested.

☐ 7. Other: ________________________________

☐ We wish to remain on the Bidders List

☐ We wish to be deleted from the Bidders List.

FIRM ________________________________

SIGNED ________________________________