



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

682 Prospect Street
Berea, Ohio 44017

**REQUEST FOR PROPOSALS
CONSULTING SERVICES RELATED TO
EMPLOYEE GROUP HEALTH, GROUP LIFE, STOP LOSS, AD&D INSURANCE
AND OTHER OPTIONAL EMPLOYEE BENEFIT COVERAGES**

RFP Issue Date: **June 21, 2016**

Inquiry End Date: **5:00 PM (Eastern) on July 5, 2016**

Opening Date: **5:00 P.M. (Eastern), July 14, 2016**

ATTENTION OF RESPONDENTS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH JUNE 30, 2016

ANSWERS TO QUESTIONS RECEIVED THROUGH JUNE 30, 2016

Q#1 Are we able to get copies of the last Carrier RFPs referenced in the Consulting RFP?

A#1 Yes, the RFPs issued in 2015 are furnished with this Q&A #1.

Q#2 Can you identify the current terms, scope of services and pricing of the existing Consultant's contract?

A#2 Yes, the expiring contract is furnished with this Q&A #1.

Q#3 Are there any parameters specifically as to how we provide additional competencies or capabilities of our organization which are relative to your request?

A#3 No specific parameters are imposed other than those set forth in the RFP. Please provide any relevant information regarding your firm and personnel proposed to fulfill the Commission's needs described in the RFP.

Q#4 Are all current policies net of all commissions? Is the fee schedule the exclusive form of compensation? Are there any rules regarding the acceptance of contingency or override payments?

A#4 The Commission seeks an independent consultant to provide the services described in the RFP. No commissions are paid on the policies or administrative service agreements obtained using the consulting services performed under the contract resulting from this RFP.

Q#5 Can you share the current MBE/DBE percentage and firm name?

A#5 There is no current MBE/DBE participation in these consulting services. The Commission requires respondents to use and demonstrate Good Faith Efforts to attain MBE/DBE participation in any opportunities that may exist under the prospective contract. In determining whether Good Faith Efforts were made, the Commission looks at the opportunities for participation, the availability of MBE/DBEs to realize those opportunities, the efforts the respondent made to connect any available MBE/DBE firms with any existing opportunities, and any commitments resulting from those efforts. The Commission requires respondents to describe those considerations using Exhibit D. Good Faith Efforts are more fully described in Exhibit C, and please feel free to contact Diana Anthony in the Commission's Office of Equity and Inclusion to assist in identifying certified firms that are available to fulfill any opportunities for their participation that the respondents can identify in the scope of services. The Commission also recognizes firms certified through the State of Ohio listed in its [MBE](#) and [EDGE](#) directories.

Q#6 Does the Commission have a Healthcare Committee? If so, will participation in those meetings be required?

A#6 The Commission does not have a Healthcare Committee.

Q#7 Will there be any type of live interview call that outlines the priorities of the Commission and co-managers?

A#7 The Commission may choose to meet with the top ranked firm to confirm a mutual understanding regarding the services required under the RFP. However, no pre-proposal conference is necessary. The Commission's priorities are set forth in the RFP and the documents provided in response to Q#1.

Q#8 What are the current pricing for these services?

A#8 Please see the materials provided in response to Q#2.

Q#9 If we exceed the number of hours estimated in the response to the RFP as necessary to perform the services, can we still bill for the excess hours or is the estimate provided the maximum billable hours?

A#9 If the hours necessary to perform the services exceed the estimate and the Commission's Director of Administration approves the extra efforts based on specific circumstances unforeseen at the time of contract award, the Selected Consultant could bill for the additional time at the contract's hourly rates. The Commission will not require that the Consultant bear the risk that the services require more time than initially estimated. Please provide a realistic estimate based on your experience with similar clients.

Q#11 Could you send us a copy of the most recent RFP (issued in the summer of 2015)?

A#11 Please see the response to Q#1.

Q#12 Why are these services being put out to bid at this time?

A#12 The Commission's current contract for these services is expiring.

Q#13 When was the last time the various employee benefit vendor contracts were competitively bid and when are they expected to be bid again in the future?

Ohio Turnpike
Employee Benefits Consulting
Q&A #1
July 1, 2016

A#13 The Commission issued RFPs provided in response to Q#1 and selected benefit providers in the third quarter of 2015. The terms of the existing contracts for those benefits are described in RFP within the last three paragraphs of Part I – Background Information. See also the description of the Renewal Consulting Services described in the RFP at Part II – Scope of Services at Subpart B.

Q#14 What is the budget for consulting services based on the scope of services identified in the RFP?

A#14 The Commission is not disclosing its budget for these services.

Q#15 Describe any health care data warehouse or analytical system the Turnpike Commission uses analyzing claims history?

A#15 The Commission primarily uses information obtained directly from the contracted providers through the use of integrated claims software. The Commission and Consultant also obtain claims information from the providers for additional analysis.

Q#16 Does the Turnpike Commission contemplate paying its consultant exclusively through fees? Has the current consultant received any commission payments from insurance companies attributable to policies covering Turnpike Commission employees?

A#16 The Commission will compensate the Selected Consultant exclusively through the fees established in the accepted proposal. The current consultant has not received any compensation from insurance companies for the policies obtained using its services to the Commission.

Q#17 The Turnpike Commission has a collective bargaining agreement with Teamsters 436. Our firm does not provide consulting services to the union. However, we do provide consulting services to a union that may represent individuals performing labor for contractors performing construction work on the Turnpike. This jointly trustee Taft-Hartley Welfare fund does not cover any employees of the Turnpike. We do not view this business relationship as a conflict of interest. Does the Turnpike Commission view this relationship as a conflict of interest?

A#17 The Commission will review these potential conflicts on a case-by-case basis. Based on the information provided in the question, the Commission agrees that these relationships do not create a conflict of interest with performing services for the Commission. The consultant can represent the interests this particular client while remaining devoted to serving the Commission's interests under the prospective contract.

Q#18 We conclude the following consulting services are expected as part of General Support Services and Renewal Negotiations. Please confirm:

Consulting Service	Included - Yes/Excluded - No
Plan design change cost modeling	Yes
Assess impact of legislative and regulatory change	Yes
Renewal negotiation for ASO, stop loss, dental, group life and voluntary disability	Yes
Monitoring of negotiated performance guarantees with insurance carriers	Yes
Monthly monitoring of self-funded plan costs against budget	No
Annual development of self-funded plan budget and COBRA rates	Yes

Q#19 Are any of the following consulting services expected as part of General Support Services and Renewal Negotiations and to be included in the consulting fee cost estimate?

Consulting Service	Included - Yes/Excluded - No
Attendance at collective bargaining negotiations	Yes
Employee contribution modeling	Yes
Actuarial projection of self-funded rates	No
Development of benefit communication materials	Yes
Attendance at open enrollment meetings or benefit fairs	Yes
Non-discrimination testing	Yes
Wellness program consulting	Yes

Q#20 When the Turnpike Commission seeks competitive bids from group insurance carriers, should the following assumptions be made:

Consulting Service	Assumption Reasonable (Yes or No)
Medical and pharmacy benefits will be packaged with one selected vendor.	Yes
Stop loss insurance may or may not be carved out from the ASO contract carrier.	Yes
Dental will be evaluated on a fully insured and on a self-insured basis.	Yes

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

682 Prospect Street
Berea, Ohio 44017

**REQUEST FOR PROPOSALS
FOR GROUP HEALTH PLAN BENEFITS**

ISSUE DATE: July 9, 2015

INQUIRY END DATE: 5:00 (E.D.T), July 30, 2015

RESPONSE DUE DATE: 2:00 (E.D.T.), August 6, 2015

SUBMITTED BY:

COMPANY NAME _____

CONTACT NAME _____

STREET ADDRESS _____ POST OFFICE _____

CITY AND STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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- 1. Employee Census Information**
- 2. Benefit Plan Summaries – Medical Mutual**
- 3. Monthly Claim Experience**
- 4. Rate History**
- 5. Monthly Enrollment**
- 6. Provider Disruption Data**
- 7. Medical Claims and Dental Codes Re-pricing files**
- 8. Rx Re-pricing files**
- 9. Medical Mutual and Delta Dental Booklets**
- 10. Medical Mutual Administrative / Stop Loss Contracts**



The Ohio Turnpike and Infrastructure Commission

Robin Carlin

Deputy Executive Director/

Director of Administration

July 9, 2015

To: Responding Carriers,
Third Party Administrators
and Stop Loss Insurers

RE: **Ohio Turnpike and Infrastructure Commission RFP for Group Health Plan Benefits**

The Ohio Turnpike and Infrastructure Commission (“OTIC”) issues its Request for Proposals (“RFP”) for Group Health Plan Benefits with this letter. Your Company either has been identified as a potential respondent or has requested to receive the RFP. We are enclosing the necessary materials to evaluate the risk presented and to submit a response to the RFP (“Proposal”) for our review. Please note the deadlines for submission because failing to timely submit a Proposal is cause for rejection.

The following will summarize the background of the OTIC’s current arrangement and the requirements for your responding submission. The Commission anticipates receiving and reviewing Proposals from Carriers, Third Party Administrators (“TPA’s”) and/or Stop Loss Insurers (hereinafter, all referred to as “Providers”).

This RFP is organized into the following **six (6) PARTS** and also contains **ten (10) appendices**:

PART I Executive Summary
PART II General Instructions
PART III Evaluation of Proposals
PART IV Contract Award
PART V Legal Requirements
PART VI RFP Attachments
Appendices Underwriting Information

PART I - EXECUTIVE SUMMARY

1. Background

As of May 29, 2015, approximately 737¹ full-time employees are eligible for Group Health Plan Benefits. The employee population is made up of approximately 261 non-union and 476 employees represented by a collective bargaining agreement. However, there are presently a total

¹ The number of employees subject to the life insurance coverage under a separately issued RFP differs due to the standard applied under the ACA for classifying full time employees for purposes of offering health benefits.

of twenty six (26) opt-outs (waivers) among those union and non-union employees eligible for coverage. The OTIC is seeking to enter into a Contract or Contracts to continue providing employee benefits for medical, prescription drug (“Rx”), hearing, vision and dental services coverages. The Commission is interested in the Contract(s) having an Initial Term of three (3) year with coverage periods commencing on January 1, 2016, to be followed possibly by two (2) consecutive, one (2) year mutually optional Renewal Terms.

The demographic breakout for the three (3) tier rating as of May 29, 2015, was as follows:

<i>Medical Mutual: Medical, Rx, Vision and Hearing; and Dental: Delta Dental of Ohio</i>				
	<i>Single</i>	<i>Two-Party</i>	<i>Family</i>	<i>Total</i>
Non-Bargained	44	71	136	251
Bargained	117	159	184	460
Total Employees Covered	161	230	320	711

The current health benefits have been underwritten by Medical Mutual of Ohio (“MMO”) since 1989. The medical, Rx, vision and hearing benefits with MMO are provided on a self-funded basis. Please note prior to January 1, 2015, the coverages were offered under a Minimum Premium contract. Effective January 1, 2015, the OTIC transitioned to a pure Administrative Services Only (ASO) arrangement. The current contract provides a specific stop loss level of \$175,000 with no aggregate coverage. Dental benefits are provided for separately under a fully insured contract with Delta Dental of Ohio, which has been the Provider since 2011. However, be advised that the medical, Rx, vision, hearing and dental benefits offered by the OTIC are in a bundled plan, and are not offered on a stand-alone basis to employees.

2. Basis for Quotation

The OTIC is interested in soliciting competitive Proposals for the Group Health Benefits Plans for a contract effective date of September 21, 2015, and coverage effective date of January 1, 2016.

Responding Providers are permitted to submit a Proposal for all benefits described in the RFP, or Responding Providers may prepare a Proposal for stop loss insurance, vision care and/or dental coverage separately. However, Responding Providers must combine any Proposal regarding Medical benefits with plans for Rx and Hearing care. Responding Providers must clearly identify their intent as to the extent of benefits being quoted in their Proposals.

Given the collective bargaining agreement, it is imperative that bargained benefits be duplicated in Responding Providers’ Proposals. As such, please prepare your Proposal according to the following abstracts from the bargaining agreements:

Proposed Medical and Rx Plan Design – Proposals should contain an exact duplication of benefits for both bargained and non-bargained employees. **Any deviation from the current plan designs must be clearly outlined and quantified in your cover letter.** The OTIC currently offers 3 (three) Non-grandfathered plans (See Plan Designs on next page).

Medical and Rx Plans			
	Non-Bargained & Bargained		
	90/10 Plan	80/20 Plan	H.S.A. Plan
<u>Deductible (S/F)</u>	\$500/\$1,000	\$200/\$400	\$2,600/\$5,200
<u>Coinsurance</u>			
In-Network	90%/10%	80%/20%	80%/20%
Max. In-Network(S/F)	\$2,000/\$4,000	\$1,000/\$2,000	
<u>Out-of-Pocket Maximum (S/F)</u>			
In-Network	\$5,100/\$10,200	\$5,100/\$10,200	\$5,100/\$10,200
<u>Physician Office Copay</u>			
In-Network	No Charge	20% after Ded.	20% after Ded
<u>Inpatient Hospital Expenses</u>			
In-Network	10% after Ded.	20% after Ded.	20% after Ded
<u>Outpatient Surgical Expenses</u>			
In-Network	10% after Ded.	20% after Ded.	20% after Ded
<u>Emergency Room</u>	No Charge	\$100 co-pay	20% after Ded
<u>Prescription Drug</u>			
<u>Retail</u>			
Generic	\$7	\$7	20% after Ded
Preferred Brand	\$15	\$15	20% after Ded
Non-Preferred Brand	\$25	\$25	20% after Ded
<u>Mail Order (Mandatory)</u>	Two times retail	Two times retail	20% after Ded

The above chart represents in-network benefits only. Please refer to the Summary Benefits of Coverage included in this RFP for out-of-network benefits. In addition, the current plans have been in effect since January 1, 2015. Historical plans have been included as part of this RFP. As of May 29, 2015, there is no one enrolled in the H.S.A. plan. However, one (1) new hire has selected this plan, effective July 1, 2015.

Proposed Vision, Hearing and Dental Plan Designs – Please duplicate current plans provided for the non-bargaining and bargaining units based upon the benefits described in the enclosed benefit summaries with Medical Mutual of Ohio and Delta Dental of Ohio. Assume the Vision and Hearing benefits will be administered on a self-funded basis with no stop loss insurance. Dental should be quoted on both a fully insured and self-funded basis. If you are unable to provide a Dental quote for both funding arrangements, then please quote the funding arrangement you can offer the OTIC.

Vision Plan Bargained and Non-Bargained Plans		
	Network	Non-Network
<u>Professional Services (One (1) every 12 months)</u>		
Spectacle exam	\$10 copay, then 100%	\$25 maximum
Contact lens exam	\$10 copay, then 100%	\$25 maximum

<i>Frame (One (1) every 24 months)</i>	\$0 copay (Up to \$125. 20% off anything more than \$125)	\$18 maximum
<i>Lenses (Uncoated plastic one (1) pair every 12 months)</i>		
Single vision	\$15 copayment	\$25 maximum
Bifocal vision	\$15 copayment	\$35 maximum
Trifocal vision	\$15 copayment	\$52 maximum
Lenticular vision	\$15 copayment	\$62 maximum
<i>Lens options</i>	<i>Discounted Price</i>	
Progressive	\$65	
Polycarbonate	\$40	
Scratch-resistant coating	\$15	
Ultraviolet coating	\$15	
Anti-reflective coating	\$45	
Solid tint or Gradient tint	\$15	
Photochromic	20% off retail	
Glass	20% off retail	
<i>Contact lenses (instead of lenses and frames. One (1) pair every 12 months)</i>		
Conventional	\$125 maximum (15% off anything more than \$125)	\$125 maximum
Disposable	\$125 maximum	\$125 maximum
Medically necessary	100%	\$210 maximum

Hearing Plan Bargained and Non-Bargained Plans

	Network	Non-Network
Coinsurance	90%	90%
Audiometric Exam	90% Traditional Amount	1 every rolling 36 mos.
Hearing Aid Evaluation	90% Traditional Amount	1 every rolling 36 mos.
Conformity Evaluation	90% Traditional Amount	1 every rolling 36 mos.
Hearing Aid	90% Traditional Amount	1 every rolling 36 mos.

Bargained and Non-Bargained Dental Plan

	PPO Dentist	Non-Participating Dentist
Deductible (S/F)*	\$50/\$150	\$50/\$150
Diagnostic & Preventive Services (no deductible)	100%	100%
Basic Services	80%	80%
Major Services	60%	60%
Orthodontic Covered Services	60%	60%
Yearly Individual Maximum	\$1,000	\$1,000

Lifetime Individual Maximum for Ortho	\$1,500	\$1,500
---------------------------------------	---------	---------

The dental deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

Employee Contributions for Medical, Rx, Vision, Hearing and Dental –Your Proposal should assume no change in the contribution levels required of employees who choose to participate in the Commission’s Group Health Plan Benefits Program. These amounts are set forth in the following chart:

<i>Employee Contributions for Medical, Rx, Vision, Hearing and Dental</i>			
<i>Non-Bargained and Bargained</i>			
	<i>90/10 Plan</i>	<i>80/20 Plan</i>	<i>H.S.A. Plan</i>
Single	\$74/month in 2016	10% of plan cost	5% of plan cost
2 – Person	\$119/ month in 2016	10% of plan cost	5% of plan cost
Family	\$139/ month in 2016	10% of plan cost	5% of plan cost

Funding Arrangement – In terms of funding, Responding Providers should prepare a Proposal for ASO with Specific Stop loss only for medical and Rx, self-funded only for vision and hearing, and fully-insured or self-funded for dental with:

Self-Insurance (“ASO”)

Administration Rates	Please assume a three year term for your quoted administration fees for dental and medical.
Specific Stop Loss	Please assume an unlimited lifetime maximum, include Rx coverage and a paid contract with as much run-in protection as possible (i.e. 24/12 contract).
Specific Stop Loss Options	\$175,000, \$200,000 and \$250,000.
Pharmacy Benefit Manager Integration	Please list any additional costs you would incur relative to interfacing with outside vendors such as Stop Loss and an outside PBM or vice-versa.
Wellness Budget	Please include a Wellness budget of \$25,000 per year for three years.
Medical and Dental (self-funded) Discount Guarantee	Please include a separate discount guarantee that you propose for both Medical and Dental. That is, what would you target your discounts to be and what penalty are you willing to put at risk should you not reach your targeted discounts in a given plan year.
Fully-insured Dental (if quoted)	Please provide a multi-year rate guarantee or rate cap for subsequent years

Under no circumstances shall there be any commissions, bonuses or overrides included in any provider rates. (It is also the express policy of our consultant, Willis of Ohio, Inc. not to accept any commissions, bonuses or overrides).

Disruption Report – Included as an appendix is a listing of providers utilized by the employees and dependents covered under the OTIC’s medical, vision and dental plans. The data includes the

name, tax identification number and street address of each provider and the number of services rendered, members seen and total amount paid during the designated period.

Your Proposal should include this listing indicating how well your network matches up to the providers currently utilized by the OTIC. Please designate each provider as “network” or “non-network.” It is important that your data be returned in the designated Excel format so that it can be readily compared to that submitted by other Providers. Please do not change the listing in any way to ensure reliable results. All respondents should review the results prior to the Proposal submission as they will be responsible for its accuracy.

Estimated PPO Physician Discounts – Included as an appendix is a Medical Claims Re-pricing file. Responding Providers should run these claims through their provider network and prepare a Proposal that reports upon the resulting overall discounts. The Commission is not requesting discounts by line items so as to maintain your proprietary information between you and your providers.

For Medical, report separate averages for institutional and professional claims.

Please set forth the Responding Provider’s discount averages on both an in-network basis and a combined (in-network and out-of-network) basis.

Estimated Rx Discounts - Included as an appendix is a Rx Claims Re-pricing file including top 50 drugs in cost for each of these categories: retail generic, retail formulary brand, retail non-formulary brand, retail specialty, mail generic, mail formulary brand, mail non-formulary brand and mail specialty. Responding Providers should include the information needed in its Proposal: drug name, NDC-11 code, drug strength, net Rx’s, total quantity dispensed and total days supply. Also provide AWP, ingredient cost, dispensing fee, administration and rebates.

Estimated PPO Dentist Discounts – Included as an appendix is a listing of the top twenty five (25) dental codes for dental services performed for employees and dependents covered under the OTIC’s dental plan. Please indicate the Responding Provider’s allowable amount for that service assuming the first three (3) digits of five (5) number zip codes of 434, 441, 442, 435 and 440. **It is important that your data be returned in the designated Excel format so that it can be readily compared to that submitted by other Providers.**

Performance Guarantees – Please include in the Responding Provider’s Proposal a proposed list of performance guarantees and the specific list of tools by which performance shall be measured. The Performance Guarantees should be based upon measurement standards for the following categories:

- Claim Timeliness (Turnaround Time)
- Financial Accuracy of payments
- Payment Accuracy
- Quality Accuracy
- Telephone Abandonment Rate
- Average Speed to Answer Customer Calls
- Plan Implementation Procedures – Timeliness of enrollment process

Optional Employee Benefit Programs – Please describe any alternative types of employee benefit arrangements that would include, but not be limited to, Wellness Programs.

3. Appendices to the RFP (Underwriting Information)

For Responding Providers’ convenience, we have enclosed the following data on diskette to assist you in preparing your Proposal. The Attachments are broken into two (2) folders on the diskette; one (1) for Group Medical, and one (1) for Dental benefits:

1. Census data as of May 29, 2015 for Medical and Dental (census is separated for bargaining and non-bargaining units);
2. Benefit Plan Summaries and historical plan designs;
3. Three (3) Years of Monthly Claim Experience;
4. Three (3) Years of Rate History;
5. Three (3) Years of Monthly Enrollment;
6. Disruption Data for Medical, Dental and Vision;
7. Medical claims and Dental codes re-pricing files;
8. Rx-re-pricing files;
9. Medical Mutual and Delta Dental of Ohio Booklets; and
10. Medical Mutual Administrative / Stop Loss contracts.

Note – For convenience purposes, the qualitative questionnaire found at *Attachment 6* is also provided on Diskette.

4. Proposed Effective Date

Responding Providers’ Proposals should assume a coverage effective date of January 1, 2016, which shall continue for a three (3) year period potentially followed by two (2) additional two (2) year renewal terms, exercisable as mutual options to renew under the same rates, terms and conditions excepting any mutually agreed modifications.

5. Dates to Remember

Firm Dates

RFP Issued:	July 9, 2015
Inquiry Process Ends:	5:00 p.m. (E.D.T.), July 30, 2015
Proposal Due Date:	2:00 p.m. (E.D.T.), August 6, 2015

Estimated Dates

Contract Award:	September 21, 2015
Work Begins:	October 1, 2015
Open Enrollment Begins	November 1, 2015
Open Enrollment Completed	November 30, 2015
Start of Benefit Year	January 1, 2016

The OTIC may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. A Provider that mails its Proposal must allow for adequate mailing time to ensure its timely receipt.

All Proposals and other material submitted will become the property of the OTIC and may be returned only at the OTIC's option. Only proprietary or trade secret information (consisting of properly documented intellectual property of the Provider) that is included in a Proposal should be marked as **CONFIDENTIAL** and placed in a separate envelope denoting its confidentiality on the front of the envelope. If the Commission receives a complaint, subpoena, discovery or public record request or other valid administrative or judicial notice seeking the disclosure of information marked as Confidential, the Commission will promptly notify the Responding Provider. If requested, the Commission will provide reasonable cooperation to the Provider in resisting or limiting the disclosure. At the Commission's discretion, the Provider agrees to defend the Commission or assume the costs and fees associated with defense, including legal counsel acceptable to the General Counsel as a result of withholding the documents marked Confidential. Subject to its obligations stated in the foregoing, the Commission may comply with any binding subpoena or other process to the extent required by law, but will make every effort to secure confidential treatment of any materials disclosed. Materials and items submitted with any Proposal that are not so marked may be used by the OTIC without compensation to the Provider. Additionally, all Proposals will be open to the public after the Contract has been awarded.

6. Presumption of Confidentiality

The enclosed materials include confidential information regarding the OTIC. By accepting this RFP, the prospective Responding Provider agrees that this information will be shared only with those persons in the company that have a need for access to this data. Providers are not authorized to review this information with any party outside of their organization. To this end, the attached Confidentiality Agreement (see *Attachment 9*) must be signed by a person with the necessary authority within each Responding Provider's organization and returned with your Proposal.

7. Point of Contact and Inquiry Process

The OTIC has requested Willis of Ohio ("Willis") to assist with the evaluation of Proposals. However, ***all*** inquiries shall be forwarded ***in writing*** to the OTIC and addressed **via email** to Mr. Kevin Golick, Procurement Manager for the Ohio Turnpike and Infrastructure Commission, at the following address: kevin.golick@ohioturnpike.org

The OTIC will **not** entertain telephone calls regarding this RFP, nor may interested Providers attempt to contact the undersigned or the OTIC's consultant, Willis. The OTIC is committed to ensuring that all Providers be given consistent information from which to prepare their Proposals. There will be no exceptions to this communication process.

If you have any questions or believe that any information contained in the RFP requires correction, or if you would like to receive a copy of the responses to questions asked by any of the Providers in receipt of the RFP, you must make such request for information in writing to Mr. Golick at the OTIC no later than 5:00 p.m. E.D.T. July 30, 2015. In addition, the Commission requires written notification of any exceptions that a Responding Provider wishes to take to any of the content of this RFP, including the Terms and Conditions prior to the response deadline. Such written communications may be submitted to either the fax number or email address noted above, however, email is the preferred method of communication.

The OTIC will compile answers to all questions and submit the entire list of questions and answers to all companies submitting questions and any others that so request after the **July 30, 2015** Inquiry Deadline.

8. Communication Restrictions.

From the release of this RFP until a Proposal is selected and the Contract executed, prospective Providers may not communicate with any OTIC staff concerning this RFP except through the inquiry method outlined in this RFP. This does not apply to communication during the evaluation process if the OTIC or Willis initiates the communication. If a Responding Provider engages in any unauthorized communication, the OTIC may reject that Provider's Proposal.

9. Proposal Return Date and Submission Requirements

Proposals consisting of one (1) original and three (3) copies must be received no later than **2:00 p.m. E.D.T. on August 6, 2015** at the OTIC's administrative offices located at 682 Prospect Street in Berea, Ohio 44017. Proposals that arrive later than the designated time will not be considered. **Please be sure to review the submission requirements listed on page 13 of the RFP.**

We look forward to reviewing Responding Providers' Proposals. Thank you for your consideration.

Sincerely,



Robin Carlin
Deputy Executive Director/Director of Administration
Ohio Turnpike and Infrastructure Commission

cc: Director Contracts Administration, Mark Musson
CFO/Comptroller, Martin Seekely
Procurement Manager, Kevin Golick
Willis of Ohio, Inc., Doug Brown

Enclosures

PART II GENERAL INSTRUCTIONS

1. Proposal Instructions. One (1) original and three (3) copies of each Proposal must be received by the OTIC. Proposals must be organized in an indexed binder, and ordered in the same manner in which the response items listed in the “**Proposal Format**” section below are ordered.

The OTIC seeks clear and concise Proposals. Responding Providers should take care to completely answer questions and meet the RFP’s requirements

2. Proposal Format. Each Proposal must include sufficient data to allow the Evaluation Committee to verify the total cost for the services to be provided and all of the Responding Provider’s claims of meeting the RFP’s requirements. Each Proposal must respond to every request for information whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP’s requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. Responding Providers may include any additional information they believe is relevant. An identifiable tab sheet must precede each section of a Proposal and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered.

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Proposals should contain the following:

- Cover Letter – signed by an individual contracting authority.
- Proposed Staffing Plan for Account Services.
- Implementation Work Plan.
- Completed Specifications Questionnaire (see *Attachment 6*).
- Projected Network Discounts.
- Network Discount Guarantees.
- Performance Guarantees.
- Managed Pharmacy Services/Discounts/Fees.
- Financial Requirements of Funding Arrangements.
- Medical and/or Dental Disruption Data.
- Payment Address.
- Completed W-9 Form.
- Completed Non Interest/Non-collusion Affidavit (see *Attachment 2*).
- Proof of Drug Free Workplace Policy (see *Attachment 4*).
- Signed Acknowledgement Form (see *Attachment 8*).
- Signed Confidentiality Agreement (see *Attachment 9*).
- Completed Offshore Services Affirmation and Disclosure Form (see *Attachment 10*)
- Insurance Certificate evidencing coverage required at **PART V, Section Q**.
- Proposal bond or certified check payable to the Ohio Turnpike and Infrastructure Commission in the amount of \$100,000.00 for all five components of the health

benefits, \$80,000 if offering package of medical, vision and hearing plans, \$25,000 if offering stand-alone stop loss insurance quotes, and \$10,000 each for stand-alone dental or vision quotes.

Proposal bonds/certified checks shall be returned to all Responding Providers once the OTIC has entered into a Contract with the Selected Provider.

By submitting a Proposal, all Responding Providers agree that the OTIC is not liable for any costs incurred in responding to this RFP. No reimbursement of costs will be issued regardless of whether the OTIC awards the Contract through this process, decides not to go forward with the services, cancels this RFP for any reason, or contracts for the services through some other process or by issuing another RFP.

The OTIC may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. A Responding Provider that mails its Proposal must allow for adequate mailing time to ensure its timely receipt.

The OTIC may reject late Proposals regardless of the cause for the delay.

Each Responding Provider must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Responding Provider acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Responding Provider also agrees that the Contract will be the complete and exclusive statement of the agreement between the OTIC and the Contractor and will supersede all communications between the parties regarding the Contract's subject matter.

The OTIC may reject any Proposal if the Responding Provider takes exception to the terms and conditions of this RFP, fails to comply with the procedures for participating in the RFP process, or the Provider's Proposal fails to meet any requirement of this RFP. The OTIC also reserves the right to refuse to negotiate any exceptions to the requirements of the RFP noted in Provider responses. The OTIC may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the Providers responding to this RFP.

The OTIC will not enter into a Contract with an agent or broker on behalf of any Provider. All Proposals must be signed and submitted by the Responding Provider.

3. Sample Agreement/Contract. The Proposal may include a sample agreement or contract from the Responding Provider. **(However, Commission's General Terms and Conditions, which are included in this RFP, shall be incorporated either directly or by reference into any contract or agreement with the Selected Provider).** This section of the Proposal shall include comments with regard to any exceptions or conflicts to the respective needs of the OTIC's General Terms and Conditions and its Form Contract contained in **Attachment 7**. The Responding Provider shall include commentary regarding its willingness to amend any deviations from its "standard" contract wording to comply with the requested provisions of the OTIC policies and General Terms and Conditions.

4. **Waiver of Defects.** The OTIC has the right to waive any defects in any Proposal or in the submission process followed by a Responding Provider. The OTIC also may allow any Responding Providers with defective or incomplete Proposals to correct or revise those Proposals, as appropriate. But the OTIC will only do so if it believes that it is in the OTIC's interests and will not cause any material unfairness to other Responding Providers.

5. **Multiple or Alternate Proposals.** The OTIC will not entertain multiple Proposals from a single Responding Provider. The OTIC requires any alternate quotations to be submitted as a part of the single Proposal submitted by a Responding Provider.

Responding Providers are permitted to submit a Proposal for all benefits described in the RFP, or Responding Providers may prepare a Proposal for stop loss insurance, vision and/or dental coverage separately. However, Responding Providers must combine any Proposal regarding Medical benefits with plans for Rx and Hearing care. Responding Responding Providers must clearly identify their intent as to the extent of benefits being quoted in their Proposals.

6. **Amendments to Proposals.** Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

7. **Amendments to the RFP.** If the OTIC decides to revise this RFP before the Proposal due date, amendments will be announced using the OTIC's Inquiry Method and will be made by the issuance of Addenda that will be made available to all prospective Providers. After the submission of Proposals, Addenda will be distributed only to those Responding Providers whose submissions are under active consideration. Should the OTIC issue Addenda to the RFP after Proposals have been submitted, the OTIC will permit Responding Providers to withdraw their Proposals within five (5) business days after the Addendum is issued. This withdrawal option will allow any Responding Provider to remove its Proposal from active consideration should the Provider feel that the Addendum materially changes the nature of the transaction. Alternatively, the OTIC may allow Responding Providers that have Proposals under active consideration to modify their Proposals in response to the Addendum, as described below.

Should the OTIC issue an Addendum after the Proposal due date, the OTIC will advise all Responding Providers whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the change. Any time the OTIC modifies the RFP after the Proposal due date, a Responding Provider will have the option to withdraw its Proposal even if the OTIC permits corresponding modifications to the Proposals. If the Responding Providers are given the option to modify their Proposals, the OTIC may limit the nature and scope of that option. Unless otherwise stated in the OTIC's notice, modifications and withdrawals must be made in writing and must be submitted within five (5) business days after the Addendum is issued. If a negotiation phase is entered into with a top-ranked Responding Provider, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the OTIC at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the OTIC has authorized may be rejected and treated as a withdrawal of the Responding Provider's Proposal.

**PART III
EVALUATION OF PROPOSALS**

- 1. Disclosure of Proposal Contents.** The OTIC will open the Proposals in a manner that avoids disclosing their contents. Only the identity of the Responding Provider will be revealed until Contract award. The OTIC will keep the contents of all Proposals confidential until the Contract is awarded. The OTIC will also prepare a registry of Proposals containing the name and address of each Responding Provider. The registry will be available for public inspection after the Proposals are opened.

- 2. Rejection of Proposals.** The OTIC may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the OTIC believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the OTIC may cancel this RFP, reject all the Proposals, and seek to solicit the services through a new RFP or other means.

- 3. Evaluation of Proposals Generally.** The evaluation process may consist of up to four (4) distinct phases:
 - A. Initial Review of all Proposals for defects.
 - B. The Evaluation Committee's Evaluation of the Proposals.
 - C. Request for More Information (Interviews, Presentations, and/or Demonstrations).
 - D. Negotiations.

It is within the purview of the Evaluation Committee to decide whether Phases C and D are necessary. The Evaluation Committee will initially make this decision before the evaluation process begins. But the Committee has the right to eliminate or add Phases C and/or D or add or remove sub-phases to Phases B through D at anytime if the Committee believes doing so will improve the evaluation process.

- 4. Clarifications.** During the evaluation process, through the Procurement Manager, the Evaluation Committee may request clarifications from any Responding Provider under active consideration and may give any Provider the opportunity to correct defects in its Proposal provided doing so does not result in an unfair advantage for the Responding Provider and that it is in the OTIC's interests to do so.

- 5. Initial Review.** The Contracts Administrator will review all Proposals for their timeliness, format, and completeness. The Contracts Administrator will normally reject any late, incomplete, or incorrectly formatted Proposal, though the Contracts Administrator may elect to waive any immaterial defects or allow a Responding Provider to submit a correction.

If a late Proposal is rejected, the Procurement Manager will not open it at the public opening, and the Proposal will not be evaluated for format or completeness.

All timely, complete, and properly formatted Proposals will be forwarded to the Evaluation Committee, which will be comprised of both OTIC and personnel from Willis of Ohio, the OTIC's consultant.

6. Committee Review of the Proposals. The Evaluation Committee will evaluate and numerically score each Proposal forwarded to it. The evaluation will be completed in accordance with the criteria contained in Subsection 7 of this Part of the RFP. Attachments to this RFP may help to further refine these criteria, and the Committee has reserved the right to break these criteria into components and weigh any components in accordance with their perceived importance. (See attached score sheets).

In conducting the review, the Evaluation Committee will be encouraged to utilize what is known as the PMIQ technique (Plus, Minus, Interesting, Questions). For each of the criterion listed, on a separate sheet before scoring each Proposal, the Committee will list the pluses, minuses, interesting points and those about which they have questions. These factors will make it easier for them to determine a score for each criterion and ultimately to reach a consensus. (See attached PMIQ sheets and score sheets).

If the Committee finds that **one (1) or more Proposals** should be given further consideration, the Committee may select one or more of the highest ranked Proposals to move to the next phase. The Committee may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

7. Scoring Criteria and Score Sheets.

Financial Considerations. In addition to evaluating the economics of the fixed costs for the Commission under each Proposal, the Responding Provider's qualifications in the group health benefits plan industry are a major criterion. This criterion includes as a component the Provider's financial ability to perform the Contract. This RFP expressly requires the submission of audited financial statements from all Responding Providers in the Proposal contents attachment.

In evaluating a Responding Provider's financial ability, the Committee will evaluate whether the Provider's financial position is adequate or inadequate on a pass/fail basis. If the Evaluation Committee believes the Responding Provider's financial ability is not adequate, that decision will be fatal to Provider's Proposal, and the Committee may reject the Proposal despite its other merits.

Legal Requirements. The Selected Provider shall be required to adhere to the rules and regulations promulgated by the Commission and to all terms contained in the Contract for services, incorporated in the RFP. **No score is affiliated with this aspect of the RFP and it will be evaluated on a pass/fail basis.**

Scored Criteria. There are five (5) criteria that are important to the Commission when reviewing Proposals submitted for a Group Health Benefits Plan. The criteria to be considered by the Evaluation Committee and respective points available are as follows:

MEDICAL
PLUS, MINUS, INTERESTING, QUESTIONS ANALYSIS

Criteria	Plusses	Minuses	Interesting Points	Questions
A. <u>Financials</u> 0 to 100 Points <u>Fixed Costs</u> Administration Stop Loss Premium UR Fees Network Access Fees Multi-Year Guarantees Immediate Stop Loss Reimbursement				
B. <u>Network Discounts</u> 0 to 75 Points Discount Guarantees Level of Discounts				
C. <u>Network Administration</u> 0 to 60 Points Network Comparison Geo-Access Disruption of Providers Customer Satisfaction				
D. <u>Customer Services</u> 0 to 45 Points Service Team Toll Free Phone Numbers Disease Mgmt. Program Claim Payment Turnaround Established Hours of Service Experience Reporting Performance Guarantees				
E. Completion and submission of all items required under the RFP 0 to 30 Points				

_____ / 310 Medical Subtotal Points

PRESCRIPTION DRUGS (Rx)
PLUS, MINUS, INTERESTING, QUESTIONS ANALYSIS

Criteria	Plusses	Minuses	Interesting Points	Questions
A. <u>Financials</u> 0 to 25 Points <u>Fixed Costs</u> Administration Stop Loss Premium UR Fees Network Access Fees Multi-Year Guarantees				
B. <u>Network Discounts</u> 0 to 25 Points Discount Guarantees Level of Discounts				
C. <u>Network Administration</u> 0 to 20 Points Network Comparison Geo-Access Disruption of Providers Customer Satisfaction				
D. <u>Customer Services</u> 0 to 10 Points Service Team Toll Free Phone Numbers Disease Mgmt. Program Claim Payment Turnaround Established Hours of Service Experience Reporting Performance Guarantees				
E. Completion and submission of all items required under the RFP 0 to 10 Points				

_____/90 Rx Subtotal Points

HEARING
PLUS, MINUS, INTERESTING, QUESTIONS ANALYSIS

Criteria	Plusses	Minuses	Interesting Points	Questions
A. <u>Financials</u> 0 to 6 Points <u>Fixed Costs</u> Administration Premium UR Fees Network Access Fees Multi-Year Guarantees				
B. <u>Network Discounts</u> 0 to 5 Points Discount Guarantees Level of Discounts				
C. <u>Network Administration</u> 0 to 5 Points Network Comparison Geo-Access Disruption of Providers Customer Satisfaction				
D. <u>Customer Services</u> 0 to 5 Points Service Team Toll Free Phone Numbers Disease Mgmt. Program Claim Payment Turnaround Established Hours of Service Experience Reporting Performance Guarantees				
E. Completion and submission of all items required under the RFP 0 to 2 Points				

_____ /23 Hearing subtotal

+ _____ /90 Rx subtotal

+ _____ /310 Medical subtotal

= _____ Total Medical, Rx and Hearing Proposal Score

STOP LOSS
PLUS, MINUS, INTERESTING, QUESTIONS ANALYSIS

Criteria	Plusses	Minuses	Interesting Points	Questions
A. <u>Financial Stability</u> 0 to 15 Points Reserves History Immediacy of Reimbursement				
B. <u>Economics</u> 0 to 75 Points <u>Fixed Costs</u> Stop Loss Premium Immediate Stop Loss Reimbursement				
C. Completion and submission of all items required under the RFP 0 to 10 Points				

_____/100 Total Stop Loss

DENTAL
PLUS, MINUS, INTERESTING, QUESTIONS ANALYSIS

Criteria	Plusses	Minuses	Interesting Points	Questions
A. <u>Financials</u> 0 to 30 Points <u>Fixed Costs</u> Administration Premium UR Fees Network Access Fees Multi-Year Guarantees				
B. <u>Network Discounts</u> 0 to 25 Points Discount Guarantees Level of Discounts				
C. <u>Network Administration</u> 0 to 20 Points Network Comparison Geo-Access Disruption of Providers Customer Satisfaction				
D. <u>Customer Services</u> 0 to 15 Points Service Team Toll Free Phone Numbers Disease Mgmt. Program Claim Payment Turnaround Established Hours of Service Experience Reporting Performance Guarantees				
E. Completion and submission of all items required under the RFP 0 to 10 Points				

_____/100 Total Dental Proposal Score

VISION
PLUS, MINUS, INTERESTING, QUESTIONS ANALYSIS

Criteria	Plusses	Minuses	Interesting Points	Questions
A. <u>Financials</u> 0 to 30 Points <u>Fixed Costs</u> Administration Premium UR Fees Network Access Fees Multi-Year Guarantees				
B. <u>Network Discounts</u> 0 to 25 Points Discount Guarantees Level of Discounts				
C. <u>Network Administration</u> 0 to 20 Points Network Comparison Geo-Access Disruption of Providers Customer Satisfaction				
D. <u>Customer Services</u> 0 to 15 Points Service Team Toll Free Phone Numbers Disease Mgmt. Program Claim Payment Turnaround Established Hours of Service Experience Reporting Performance Guarantees				
E. Completion and submission of all items required under the RFP 0 to 10 Points				

_____/100 Total Vision Proposal Score

8. Interviews, Demonstrations and Presentations. The Evaluation Committee may require some Responding Providers to interview with the Committee, make a presentation about their Proposal, and/or demonstrate their products or services. In addition, the Evaluation Committee may conduct a site visit of a Responding Provider's facilities and operations. References will also be checked thoroughly during this phase of the process. Such activities provide a Responding Provider and the OTIC with an opportunity to clarify the Proposals submitted and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the Evaluation Committee and will be held at the OTIC's administrative offices.

The Evaluation Committee may record any presentations, demonstrations, and interviews.

The Evaluation Committee normally will not numerically rank interviews, demonstrations, and presentations, site visits, and reference checks. Rather, the Committee may decide to revise its existing Proposal evaluations based on the results of these activities.

9. Contract Negotiations. The final phase of the evaluation process is Contract negotiations. Contract negotiations will be held at the OTIC's offices. Negotiations will be scheduled at the convenience of the Committee. Responding Providers who's Proposals are selected for negotiation must negotiate in good faith.

Negotiations may be conducted with any Responding Provider that submits a competitive Proposal, but the Committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Responding Provider's Proposal, as appropriate. Any Responding Provider's response that continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

Should the initial evaluation process result in only one (1) top-ranked Proposal, the Committee may limit negotiations to only that Responding Provider and not hold negotiations with any lower-ranking Provider. If negotiations are unsuccessful with the top-ranked Provider, the Committee may then go down the line of remaining Responding Providers, according to rank, and negotiate with the next highest-ranking Provider. Lower-ranking Providers do not have a right to participate in negotiations conducted in such a manner.

If the Committee decides to negotiate with all the remaining Responding Providers, or decides that negotiations with the top-ranked Provider are not satisfactory and negotiates with one (1) or more of the lower-ranking Providers, the Committee will then determine if an adjustment in the ranking of the remaining Providers is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Responding Providers, as adjusted.

Auction techniques that reveal one Responding Provider's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal must be reduced to writing by the Responding Provider as described below.

Following negotiations, the Committee may set a date and time for the submission of best and final Proposals by the remaining Providers with which the Committee conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the Committee need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once, unless the Committee makes a written determination that it is in the OTIC's interest to conduct additional negotiations. In such cases, the Committee may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If a Responding Provider does not submit a best and final Proposal, the Provider's previous Proposal will be considered its best and final Proposal.

It is entirely within the discretion of the Committee whether to permit negotiations. **A Responding Provider must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal.** The Committee is free to limit negotiations to particular aspects of any Proposal, to limit the Responding Providers with which the Committee wants to negotiate, and to dispense with negotiations entirely.

From the opening of the Proposals to the award of the Contract or Contracts, everyone working on behalf of the OTIC to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Providers, and the Evaluation Committee will not be allowed to tell one (1) Responding Provider about the contents of another Provider's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Responding Provider that seeks to gain access to the contents of another Provider's Proposal may be disqualified from further consideration.

10. Failure to Negotiate. If a Responding Provider fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the OTIC, at its sole discretion, may terminate negotiations with that Provider and collect on that Provider's Proposal Bond if such a bond was required in order to respond to the RFP.

11. Final Recommendation to the Executive Director. Once all Proposals have been reviewed, scored, ranked and any Contract negotiations have been completed, the Evaluation Committee's findings will then be drafted into a recommendation to the Executive Director. Thereafter, the Contract or Contracts must be approved by the full Commission membership. It is anticipated that this will occur at the regularly scheduled meeting of the Ohio Turnpike and Infrastructure Commission, presently scheduled for September 2015.

**PART IV
CONTRACT AWARD**

1. **Contract Award.** The OTIC plans to award the Group Health Benefits Contract or Contracts in September 2015, if the OTIC decides the award is in its best interests and has not changed the award date. The Commission anticipates that coverage under a Contract awarded shall commence January 1, 2016 and shall continue for three (3) years, with the possibility of two (2) additional two (2) year renewal periods. (See PART V, Section W below).

In awarding the Contract(s), the OTIC will issue an award letter to the Selected Provider(s). The letter will include four (4) originals of the Form Contract. The Provider will have ten (10) business days to return the four (4) signed Contracts to the OTIC. After the OTIC receives the signed Contracts, the OTIC's duly authorized representative will sign the Contracts and return one (1) original to the Selected Provider. No Contract will be binding on the OTIC until all other prerequisites identified in the Contract have occurred.

The OTIC expects the Selected Provider to immediately commence its work within one (1) working day after Contract execution.

2. **Contract.** If this RFP results in the award of any Contract, the Contract will consist of this RFP, written amendments to this RFP, the Selected Provider's Proposal, and written, authorized amendments to the Provider's Proposal. It will also include any materials incorporated by reference in the above documents. The form of the Contract is attached to this RFP, and it incorporates all the documents identified above. The General Terms and Conditions for the Contract are contained in PART V of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents shall govern:

- A. This RFP, as amended;
- B. The documents and materials that the RFP incorporates by reference;
- C. The Selected Provider's Proposal, as amended; and
- D. The documents and materials the Selected Provider's Proposal incorporates by reference.

Notwithstanding the order listed above, amendments issued after any Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over any conflicting matter that is part of the Contract.

**PART V
LEGAL REQUIREMENTS**

In addition to the requirements outlined in the previous sections, the Provider awarded a Contract shall adhere to the rules and regulations promulgated by the OTIC and to all terms contained in the Contract for services, including the following General Terms and Conditions. **In submitting a Proposal, the Selected Provider agrees to be bound by the terms and conditions set forth in this Part of the RFP. The Selected Provider will be required to sign a Contract Form with the OTIC that incorporates the following General Terms and Conditions.**

A. Certification of Responding Provider. In addition to meeting the Scope of Service requirements outlined in the RFP, the Selected Provider shall be required to adhere to the following General Terms and Conditions, which shall become a part of the Contract entered into with the Provider. By submitting a response to this RFP, all Responding Providers certify with their signature thereon that they agree to abide by these General Terms and Conditions.

B. Force Majeure. The Selected Provider shall have no liability to the OTIC if it becomes unable to timely perform the agreed to services due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the Provider), water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, the public enemy, terrorists acts, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, so long as the causes are beyond the Provider's control.

C. Performance Warranty. The Selected Provider shall provide the services contemplated under the Contract in a manner consistent with the standards of competent practice for the Group Health Plan Benefits industry.

D. Assignment of Contract. The Selected Provider may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Executive Director of the OTIC, which approval shall not be unreasonably withheld. Any such approved assignment shall not relieve the Selected Provider from any of its responsibilities under the Contract.

E. Payments to Selected Provider. Unless otherwise agreed to, payments to the Selected Provider shall be made monthly pursuant to the agreed upon rate. The Selected Provider shall render its bills for services under the Contract to the OTIC on or about the 10th day of the month after any such services are performed. Invoices shall be due and payable by the OTIC within thirty (30) days from the date of receipt thereof. The exception to the above is in the case of disputed or questioned invoices or invoices received without proof of performance.

F. Mediation. The OTIC and the Selected Provider recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the OTIC and the Selected Provider agree that if any controversy or dispute arises out of or relates to the Contract, or any breach of the Contract, they will attempt in good faith to

settle the dispute expeditiously through mediation within thirty (30) days. The OTIC and the Selected Provider shall attempt to mutually agree as to the provider of neutral services, and the costs of such mediation shall be shared equally by the parties. In the event the parties cannot mutually agree to a neutral mediator or the deadline described in this Section is not met, unless an extended time frame is consented to by both parties in writing, either party may commence litigation or any other legal proceeding that is appropriate.

G. Non-Disclosure. The Selected Provider agrees that it will not disclose at any time during or after its work under the Contract, either directly or indirectly, any confidential knowledge or information which the Provider may acquire with respect to the Contract or the OTIC's operations or its employees, except as may be required by law, or a court of competent jurisdiction.

H. Drug-Free Workplace. The Selected Provider shall comply with all applicable federal, state, and local laws regarding drug-free workplaces, and shall make a good faith effort to ensure that its employees do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. **It is expected that the Selected Provider shall have in place an acceptable drug-free workplace policy subject to review by the OTIC.**

I. Records Retention, Audits and Inspection. The Selected Provider shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available upon request by the Executive Director of the OTIC, his representative, or the Ohio Auditor of State's office for purposes of review and/or audit at any time during the Contract period or for seven (7) years from the expiration date and final payment under the Contract or any of its extensions, whichever is later.

J. Compliance with Law. The Selected Provider agrees to comply with all applicable federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, equal employment opportunity, campaign contributions, drug-free workplace, non-discrimination in employment, ADA, HIPPA and ACA compliance, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. In the event that any provision of the Contract is in conflict with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Selected Provider nor its employees are construed as employees of the OTIC for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose.

K. Certification of Compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13. The Selected Provider certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and affirms that, as applicable, no principal of the Provider nor the spouse of any principal, if any, has made, as

an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committee.

L. Subcontractors. All work to be done by subcontractors utilized by the Selected Provider is subject to preapproval by the OTIC. All subcontractors selected by the Selected Provider and approved by the OTIC must comply with all the terms and conditions contained in the Contract.

M. Tax Exempt Status. The State of Ohio and the OTIC are exempt from federal excise taxes and all state and local taxes, unless otherwise provided. The OTIC does not agree to pay any taxes on commodities, goods, or services acquired from, or by, the Selected Provider. The Selected Provider must, however, comply with all statutes, rules and regulations governing federal, state and local income, sales and excise taxes.

N. Publicity. Any use of or reference to the Contract by the Selected Provider to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Executive Director of the OTIC.

O. Non-Exclusive Rights. Unless otherwise agreed to in the Contract, nothing in the Contract with the Selected Provider shall preclude the OTIC from acquiring other services similar to the services provided for in the Contract.

P. Termination/Default. Subject to the *force majeure* provisions contained herein, if the Selected Provider fails to perform any material obligation under the Contract, the OTIC shall notify the Provider immediately, in writing, of such failure. If the Selected Provider has not cured the failure or commenced to cure to the reasonable satisfaction of the OTIC within ten (10) days of said notice, then the Selected Provider is in default and OTIC may terminate the Contract in full upon written notice to the Provider of such termination and exercise any and all additional rights and remedies that the OTIC may have at law or in equity. The OTIC may unilaterally terminate the Contract at any time by giving sixty (60) calendar days prior written notice to the Provider. If the OTIC unilaterally terminates the Contract pursuant to the preceding sentence and/or the *force majeure* provision(s) contained herein, the Selected Provider shall be paid its fees for any benefits provided up to the termination date.

Q. Insurance. The Selected Provider certifies that it has a Comprehensive Liability Insurance Policy, a summary of which shall be attached as to the Contract as an "Exhibit." Certificates of insurance must be provided evidencing the required amounts and types of coverage. Insurance coverage shall remain in full force and effect through the duration of the Contract.

Immediately upon the execution of the Contract, the Selected Provider shall forward to the OTIC certificates of insurance endorsing the OTIC as an additional insured or loss payee (whichever is applicable), which show that the Provider is insured by an insurance company or companies approved by the OTIC. Said insurance shall be with a company or companies authorized to do business in the State of Ohio and which are rated A- or better by A.M. Best, and shall be maintained in full force and effect until the Contract has been fully and completely performed. Such insurance policies shall protect the Selected Provider and the

Commission from liability and claims for damages for bodily injury, including wrongful death, and for damages to property caused by an accident arising from the Provider's performance of the Contract. Said insurance shall provide that in the event of cancellation or expiration of the policy, a thirty (30) day advance notice thereof will be given to the OTIC.

The Selected Provider shall carry professional liability insurance, including errors and omissions, in an amount not less than \$1,000,000 per claims and \$1,000,000 aggregate, insuring it in connection with services to be performed under the Contract.

The Selected Provider shall carry commercial general liability insurance, including employer's liability, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability.

The Selected Provider shall, at its own expense, also purchase and maintain Comprehensive Automobile Liability Insurance covering liability arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment, in an amount not less than \$1,000,000 combined single limit..

The insurance policy or policies shall be primary and non-contributory. The above-described certificates of insurance shall be delivered to and remain in the custody of the OTIC and each shall be in form and words satisfactory to the OTIC's Risk Management Coordinator.

The OTIC may, at any time, require the Selected Provider to take out any additional or other insurance. In each such case, the OTIC shall reimburse the Selected Provider for the net premium cost thereof, which reimbursement shall be made at the time of final payment.

The Selected Provider shall also maintain until the Contract has been fully and completely performed, Ohio Workers' Compensation Insurance covering all the employees who engage in any work in connection with the performance of the Contract, except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

R. Indemnification

1. General. The Selected Provider shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Commission, Commission members, Executive Director, Deputy Directors, officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Selected Provider, its officers, employees, agents, independent Providers or subcontractors (or subconsultants or independent consultants thereof), or any other person or party for which the Selected Provider is legally liable, and

b. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, or the injury to or damage, destruction, or loss of use of property.

2. Intellectual Property. The Selected Provider shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Indemnified Parties from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Selected Provider, its officers, employees, agents, independent consultants or subcontractors, (or subconsultants or independent consultants thereof), or any other person or party for which the Selected Provider is legally liable, and

b. is attributable in any manner and to any extent to any claimed infringement of any copyright, patent, intellectual property right, or other intangible property right, or the disclosure of confidential or otherwise privileged information, of the violation of any law, rule or regulation.

3. Conditions. The provisions of this Section R, Indemnification, shall survive the expiration or termination of this Agreement. Should the Commission elect to have the Selected Provider defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Selected Provider to reimburse the Commission for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. This Section R, Indemnification, is intended to be, and shall be construed as consistent with, and not in conflict with Ohio Revised Code Section 2305.31. The obligations of the Selected Provider hereunder shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Selected Provider.

S. Governing Law. The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought only in the courts in the State of Ohio, and the Selected Provider hereby irrevocably consents to such jurisdiction.

T. Incorporations by Reference. The RFP issued by the OTIC and the Selected Provider's Proposal in response to the RFP, dated on or before the actual Proposal opening date, shall become Exhibits to the Contract, as shall any insurance documents. Any Exhibits to the Contract shall be incorporated by reference, and shall be considered to be a part of the Contract as if fully rewritten therein. Should any conflict arise between any Exhibit and the Contract, the terms of the Contract shall supersede the contents of any Exhibit. Should any conflict arise between the RFP and the Selected Provider's Proposal, the RFP shall supersede, unless the parties have mutually agreed otherwise.

U. Merger and Severability. The Contract shall contain the entire agreement and understanding between the parties with respect to the subject matter therein. The Contract shall not be modified, amended, nor any part waived, without a fully executed Contract, signed by the party against whom such change is sought to be enforced. If a court of competent jurisdiction determines any portion of the Contract to be invalid, such portion only shall be severed and the remaining portions of the Contract shall remain in effect.

V. Conflict of Interest. No officer, member, or employee of the OTIC shall participate in any decision relating to the Contract if there is a personal interest or a pecuniary interest, direct or indirect, in the Contract, any subcontract or assignment thereof, or in the proceeds thereof.

W. Contract Term. The term of any Provider Contract entered into by the OTIC shall be for a three (3) year period with the possibility of two (2), two (2) year renewal periods, which shall be based on the same rates, terms and conditions unless, by mutual agreement of the parties, modifications are made to the Contract. At least 180 days prior to the termination of the Initial Term or first Renewal Period, the Selected Provider shall provide notice of whether or not it desires to renew of the Contract and notice of any modifications proposed for incorporation during any renewal period.

X. Notices. For purposes of providing any written Notices required under the Contract: Notices to the Commission shall be provided in writing to: The Ohio Turnpike and Infrastructure Commission c/o the Deputy Executive Director / Director of Administration, 682 Prospect Street, Berea, Ohio 44017, with copy to robin.carlin@ohioturnike.org and an immediate follow up telephone call to (440) 234-2081, ext. 1111.

PART VI
RFP ATTACHMENTS

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

Ethics Policy

Policy Statement

It is the policy of the Ohio Turnpike and Infrastructure Commission (“Commission”) to carry out its mission in accordance with the strictest ethical guidelines and to ensure that Commission members and employees conduct themselves in a manner that fosters public confidence in the integrity of the Commission, its processes, and its accomplishments.

General Standards of Ethical Conduct

Commission members and employees must, at all times, abide by protections to the public embodied in Ohio’s ethics laws, as found in Chapters 102 and 2921, of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. Members and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

A general summary of the restraints upon the conduct of all members and employees include, but are not limited to, those listed below. Members and employees shall not:

- Solicit anything of value from anyone doing business with the Commission;
- Accept anything of value from anyone doing business with the Commission;
- Solicit or accept employment from anyone doing business with the Commission, unless able to completely withdraw from Commission activity regarding the party offering employment, and the Commission approves the withdrawal;
- Use public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;
- Accept any form of compensation for personal services rendered on a matter before any state agency, or sell goods or services to any state agency, unless the official or employee qualifies for the exception, and files the statement, described in the Ethics Law;
- Hold or benefit from a contract with, authorized by, or approved by, the Commission, unless one of the exceptions in the Ethics Law and related statutes applies;
- Vote, authorize, recommend, or in any other way use his or her position to secure approval of a Commission contract (including employment or personal services) in

which the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;

- Use, or authorize the use of, his or her title, the name “Ohio Turnpike and Infrastructure Commission,” or “Commission,” or “OTIC,” or the Commission’s logo in a manner that suggests impropriety, favoritism, or bias by the Commission or the official or employee;
- Solicit or accept honoraria prohibited by the Ethics Law;
- Use or disclose confidential information protected by law, unless appropriately authorized; and
- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the Commission.

For purposes of this policy:

- “Anything of value” includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. “Value” means worth greater than de minimis or nominal.
- “Anyone doing business with the Commission” includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the Commission.

Financial Disclosure Statements

Every Commission member or employee required to file a financial disclosure statement by law, or Ethics Commission rule, must file a complete and accurate statement with the Ethics Commission by April 15 of each year. Any member or employee appointed or employed after February 15 shall file a statement within ninety days of appointment or employment.

Ethics Education

All Commission members and employees subject to the financial disclosure requirement must participate in the annual ethics education required pursuant to Executive Order 2011-03K, and some form of annual ethics instruction shall be provided to all Commission employees. In addition to participating in Executive Order training, the Ethics Commission sponsors educational sessions throughout Ohio.

Publication of the Commission’s Ethics Policy

The Commission’s Ethics Policy shall be published on the Commission’s website, www.ohioturnpike.org. Persons, corporations or other parties seeking to conduct business

with the Commission in amounts in excess of \$10,000 shall be provided with a copy of the policy and shall be required to acknowledge receipt of the policy in writing in a form to be prescribed by the Commission's General Counsel.

Assistance

The Ethics Commission is available to provide advice and assistance regarding the Ethics Law and related statutes. The Ethics Commission can be contacted at (614) 466-7090. The Ethics Commission's web site address is: www.ethics.state.oh.us. The Commission's General Counsel and counsel for the Governor's Office are available to answer questions involving this policy.

Penalties

Failure of any Commission official or employee to abide by this Ethics policy, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions under the law.

Changes

This policy may only be changed by majority vote of the Commission.

AFFIDAVIT

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

State of _____ }

}SS:

County of _____ }

The undersigned, being first duly sworn as provided by law, deposes and says:

1. Their name is _____

and they reside at _____ and the office
is at _____.

2. They make this affidavit with the knowledge and intent that it is to be filed with the Ohio Turnpike and Infrastructure Commission and with the expectation that it will be relied upon by said Commission in any consideration which it may give to, and any action which it may take with respect to the proposal or proposals referred to below in paragraph 4.

3. They make, and are authorized to make, this affidavit on behalf of _____

(Name of Corporation, Partnership, Etc.)

a _____
(Sole Proprietorship, Corporation, Partnership, Etc.)

formed under the laws of _____, of which
(Name of State)

the undersigned is _____
(Sole Owner, Partner, President, Etc.)

4. The matter with respect to which this affidavit is made is a proposal to the Ohio Turnpike and Infrastructure Commission submitted by the person, firm, or corporation named above in paragraph 3 pursuant to the Request for Proposals ("RFP") for Group Health Plan Benefits for which responses are due August 16, 2015.

5. Neither the undersigned, nor any person, firm or corporation named above in paragraph 3, nor anyone else to the knowledge of the undersigned, has employed anyone to solicit or secure affirmative or favorable action by the Commission with respect to the matter identified above in paragraph 4, except as follows:

(If there are no exceptions, insert "No Exceptions." If additional space is needed, use next page.)

None of the persons named above in this paragraph 5, if any (excepting any person regularly employed as a salesman under, and who will be paid for services in respect of the above-identified matter under, a regular schedule of commissions and serving in the usual course of the employer's business in soliciting such consideration or action by the Commission, and excepting also any person so soliciting in the normal course of their own established business as a broker or factor without promise or expectation of receiving other than the standard and normal fee, commission, or percentage), was employed under any agreement providing for a bonus, fee, commission, percentage, or other form of payment whatsoever which is in any way contingent upon the action to be taken by the Commission with respect to the matter identified above in paragraph 4.

6. Neither the undersigned nor any person, firm or corporation named above in paragraph 3 has any interest, direct or indirect, in any contract heretofore entered into with the Commission or in any proposal or bid for a contract with the Commission, on which action is pending, except the matter identified in paragraph 4 and except as follows:

(If there are no exceptions, insert "No Exception").

Insofar as affiant knows, no member of the Commission and no employee or agent of the Commission who is known by affiant to be such, has any interest, either direct or indirect, in the matter described above in paragraph 4.

7. Following are the full names and addresses of every person and company interested in the contract resulting from the RFP described in paragraph 4, above: (Attach and identify a supplemental sheet if additional space is required. Identify such sheet by a heading such as: "RFP for Group Health Plan Benefits." Supplement to (and part of) Paragraph 7 of the Affidavit").

(Responding providers are informed that they are required by law to give the full name of every person and company interested in the contract resulting from RFP and that any failure to comply strictly with this requirement may invalidate a proposal. The names required include the full name of every subcontractor, and any other person and company with which the Responding Provider is obligated to deal in the event that an award is made to them. This list need not include persons and companies from whom the Responding Provider has merely received quotations, if they have not committed themselves to use their materials or services or to enter into subcontracts with them, etc. It is also essential that the full names and addresses of all other persons and companies interested in the contract resulting from the RFP be set forth. If the Responding Provider is a partnership, it is not sufficient to set forth the company name, but the full names and addresses of all partners must also be set forth above.)

8. The RFP described above in paragraph 4 is genuine and not collusive or a sham; the person, firm, or corporation named above in paragraph 3 has not colluded, conspired, connived, or agreed, directly or indirectly, with any Responding Provider or person, corporation or other entity to submit a sham proposal, or that such other person, firm or corporation shall refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of any other Responding Provider, or to secure any advantage against the Commission or any person, firm or corporation interested in the proposed contract; all statements contained in said proposal are true; and, further neither the undersigned nor the person, firm, or corporation named above in paragraph 3, has, directly or indirectly submitted said proposal or the content thereof, or divulged information or data relative thereto, to any association, or to any member or agent thereof.

9. The Ohio Turnpike and Infrastructure Commission's Ethics Policy was received by the Responding Provider with the subject RFP; the Ethics Policy has been reviewed by the Responding Provider's senior supervisory staff; the terms and conditions of the Policy are understood by the Responding Provider; and the Responding Provider agrees to comply with the Policy at all times during the business relationship with the Commission.

(Affiant)

Sworn to before me and subscribed in my presence this _____

day of _____, 20____.

(Notary Public)

MINORITY AND DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Ohio Turnpike and Infrastructure Commission to attempt to ensure the fullest possible opportunity for participation of all firms, including firms owned and controlled by minorities and females, in the participation of contracts, leases, purchase orders and all forms of agreement where work, labor, services, supplies, equipment and materials, or any combination of the foregoing involves funds expended by or on behalf of the Ohio Turnpike and Infrastructure Commission.

Although no specific MBE/DBE participation goals has been identified for this RFP, the Commission expects respondents to use good faith efforts to ensure the fullest possible opportunity for firms owned and controlled by minorities and females or otherwise disadvantaged individuals to participate in the opportunities available under prospective contract. The Ohio Turnpike and Infrastructure Commission has certified firms as “Minority” and “Disadvantaged” Business Enterprises. A list of certified firms is available through the Ohio Turnpike and Infrastructure Commission’s website. Although MBE/DBE participation is not mandatory, good faith efforts are required. By submitting a Proposal, the respondents agree to demonstrate the good faith efforts that were utilized to achieve MBE/DBE participation levels that correspond with the availability of such firms in the market place.

DRUG FREE WORKPLACE POLICY

The Ohio Turnpike and Infrastructure Commission agrees it is of utmost importance for its consultants to maintain a drug free workplace. The OTIC therefore shall require all contractors and subcontractors performing work for the Ohio Turnpike to have a drug free workplace policy that substantively fulfills the requirements for enrollment in the BWC Drug Free Safety Program.

The Responding Providers must submit Drug Free Workplace Policy plans that substantially conforms with the following:

(1) Conveys full and fair disclosure of the employer's expectations that no employee be at work with alcohol or drugs in the employee's system, and specifies the consequences for violating the policy.

(2) Imposes drug and alcohol tests on employees under the following conditions:

(i) Prior to an individual's employment or during an employee's probationary period for employment, which shall not exceed one hundred twenty days after the probationary period begins;

(ii) After an accident. For purposes of this division, "accident" has the meaning established in rules the administrator of workers' compensation adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on March 30, 2007.

(iv) When the employer has reasonable suspicion that an employee may be in violation of the employer's written substance use policy. For purposes of this division, "reasonable suspicion" has the meaning established in rules the administrator adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on March 30, 2007.

(v) Prior to an employee returning to a work after the employee tested positive for drugs or alcohol.

(3) Require all employees to receive training that increases awareness of and attempts to deter substance abuse and supplies information about employee assistance to deal with substance abuse problems.

ATTACHMENT 5

CLIENT INFORMATION

Legal Name: Ohio Turnpike and Infrastructure Commission
Address: 682 Prospect Street
Berea, Ohio 44017

Correspondent Prior to Contract Award: Kevin Golick – Procurement Manager
Phone: (440) 234-2081,
Fax: (440) 234-0232
Email: kevin.golick@ohioturnpike.org

Correspondent After Contract Award: Robin Carlin – Deputy Executive Director /
Director of Administration
Phone: 440-234-2081
Fax: 440-243-5739
Email: robin.carlin@ohioturnpike.org

Nature of Business: Toll Road

Division/Subsidiaries/Affiliates Covered: N/A

Effective Date: Contract Effective Date – September 21, 2015
Coverage Effective Date – January 1, 2016

Number of Eligible Full Time Employees: 737 (as of May 29, 2015)

CARRIER HISTORY

<u>Company</u>	<u>Coverage</u>	<u>Dates</u>
Medical Mutual of Ohio	Medical, Rx, Hearing & Vision	1989 to current
Delta Dental of Ohio	Dental	January 2011 to current

Contributory Basis: Employee – Yes

CONSULTANT

Willis of Ohio, Inc.

Client Advocate: Doug Brown
1001 Lakeside Ave, Suite 1600
Cleveland, OH 44114

CLIENT INFORMATION (cont'd)

BENEFITS

See Cover Letter

FINANCIALS

See Cover Letter

COMMISSIONS

Proposed rates must be net of commissions, bonuses or overrides.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
QUESTIONNAIRE

ACCOUNTABILITY AND MINIMUM QUALIFICATIONS

1. List three (3) clients of similar size, geographic and industry characteristics for which you are presently administering claims and indicate name, address and telephone information for possible reference contact (i.e., Providers will be notified in advance if reference contact will be required).
2. Identify the local office that will be used for this plan, and the key account representative to whom all inquiries concerning your RFP response may be directed. (Include address, phone number, fax number and e-mail address).
3. Identify the location of the offices of the primary Account Executive responsible for the overall management of this plan.
4. Identify the team members who will be assigned to the account and please provide résumés of each person assigned. (Provide contact information for these individuals, including address, phone number, fax number and e-mail address).
5. Will you underwrite the plan of benefits exactly as described? If not, describe specifically your variations.
6. Is your organization currently in litigation with any public sector clients? If so, please identify.
7. Does your organization have any outstanding liens or judgments involving public sector clients? If so, please identify.
8. Can your organization certify compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13? (The Selected Provider will be required to certify with its signature on the provider Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and to affirm that, as applicable, no principal of the Selected Provider nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committee.
9. Please provide a copy of your latest audited financial statements. If such audited statements are not available for calendar year 2013 and 2014, please provide the unaudited statements as well.
10. Indicate the length of time your organization has been in business, the jurisdiction in which it is incorporated and whether it is authorized to conduct business in the State of Ohio.

11. Indicate the amount of gross and net billings attributable to your organization for the past three (3) years.

THE ABOVE REQUESTS FOR INFORMATION ARE CONTINUING AND RESPONDENTS TO THE RFP ARE REQUIRED TO DISCLOSE ANY UPDATES TO THE RESPONSES PROVIDED AS THEY OCCUR.

NETWORK PROVIDER QUESTIONS

1. Identify the county (or portion of counties) included as part of your physician and hospital network.
3. What is your PCP turnover rate percentage for the last three (3) years?
4. Are network physicians contractually obligated to admit to network hospitals?
5. Describe your process for credentialing (and re-credentialing) network providers.
6. Provide a copy of the latest customer satisfaction survey your network has conducted and the responses.
7. Describe the policies, procedures and materials used by your network to educate/communicate with enrolled employees.
8. How frequently and in what form does communication with Plan members on the items referenced in the above question take place?

CLAIMS/ENROLLMENT ADMINISTRATION

1. Will a toll-free telephone service be available to handle claim inquiries and eligibility verification? How do you monitor these calls?
2. Do your on-line claims examiners handle service inquiries or is that function performed by a person exclusively responsible for service calls?
3. How do you quantify reasonable and customary (“R&C”) savings?
4. Provide a copy of the generic claim form you are presently using as well as a sample Explanation of Benefits (“EOB”) and drafts/checks. Does your system have a capacity and a free-form message of the EOB?
5. Define turnaround time for your firm. Does your definition include or exclude the time during which a claim is pended or otherwise held? Will your company guarantee processing times?
6. What manual or system precautions are taken to eliminate duplicate claim submissions, bill upcoding and service unbundling?

7. How do you measure performance and customer satisfaction relative to your customer service representatives?
8. Describe your monitoring system to track service calls.
9. What standard reports are you including in your Proposal for the OTIC? Please provide such sample reports.
10. Will you accept Claim Fiduciary Liability? If yes, is there an additional charge?
11. Please submit a sample contract.

UNDERWRITING
(RISK, RATES, FUNDING ALTERNATIVES)

1. What trend factors do you presently use for Medical, Prescription Drugs, Vision, Hearing and Dental benefits?
2. When will renewal action be presented under this contract?
3. Provide a sample and explanation of your year-end account exhibit.
4. Are you willing to provide guaranteed multiple year rates?
5. Outline all performance guarantees that are included in your Proposal.
6. Are you able to provide open enrollment materials shortly after the September 21, 2015 contract effective date?
7. Will you conduct and facilitate meetings with OTIC employees during the open enrollment period, which is scheduled for November?
8. Are you able to load eligibility in a timely manner, so that ID cards can be in hand for members and benefit booklets issued prior to the coverage date? If so, what would be the deadline for final eligibility being submitted to you?
9. Will you guarantee receipt of ID cards by the coverage effective date? What penalty are you willing to pay if this deadline is not met?

FORM CONTRACT FOR GROUP HEALTH PLAN BENEFITS
(OR APPLICABLE PORTION THEREOF)

**(TO BE EXECUTED ONLY AFTER AWARD – PROVIDED HERE FOR
INFORMATIONAL PURPOSES ONLY)**

This Contract is made and entered into the _____, 2015, by and between the Ohio Turnpike and Infrastructure Commission (the “Commission”), 682 Prospect Street, Berea, Ohio 44017, and _____, (the “Selected Provider”).

RECITALS

WHEREAS, the Commission conducted a Request for Proposal (“RFP”) process to select a Provider of Group Health Plan Benefits for its employees as more fully described in the RFP; and

WHEREAS, the Selected Provider submitted the Proposal deemed by the Commission deemed to be a good combination of service value and cost; and

WHEREAS, the Selected Provider is qualified and willing to provide the Group Health Plan Benefits and Services (*or a portion thereof*) as outlined in the RFP, which is incorporated by reference as if fully rewritten herein, but which, due to its length, is not attached hereto as an Exhibit.

NOW THEREFORE, in consideration of the mutual promises, covenants and terms and conditions set forth in the RFP and the Selected Provider’s Proposal, the parties have entered into this Contract.

AGREEMENTS

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents shall consist of the following documents: The Form Contract; the RFP and any Exhibits thereto; the Selected Provider's Proposal; and all insurance certificates to be provided by the Selected Provider in accordance with the requirements of PART V, Section Q of the RFP.

ARTICLE 2 – SCOPE OF SERVICES

2.1 By executing this Agreement, the Commission accepts and Selected Provider agrees to be bound by Provider's Proposal ("Proposal"), attached as Exhibit "A," and the Commission's Request for Proposal ("RFP"), attached as Exhibit "B." In the event of any conflict between the scope of services contained in the Proposal and the RFP, the RFP shall control. A copy of the transmittal letter of the Proposal is attached as Exhibit "A-1." A copy of the transmittal letter of the RFP is attached as Exhibit "B-1." Due to their length, complete copies of the Proposal and the RFP are attached to the original of this Contract on file in the Commission's Department of Contracts Administration and are made a part of this Contract in the order of superiority designated in the RFP, except as changed or modified by any provisions of this Contract. The Selected Provider is engaged under the terms of the Contract as a provider of Group Health Plan Benefits (*or an applicable portion thereof*) as more fully described in the Contract Documents.

ARTICLE 3 - TERM

3.1 Subject to the Terminations provisions set forth at PART V, Section P, the Contract shall have an initial term of three (3) years. The Commission may extend the Contract pursuant to the same rates, terms and conditions with mutually agreed upon modifications for up to two (2)

additional, two (2) year periods. At least 180 days prior to the termination of the Initial Term or first Renewal Period, the Selected Provider shall provide notice of whether or not it desires to renew of the Contract and notice of any modifications proposed for incorporation during any renewal period.

ARTICLE 4 – PAYMENTS

4.1 Payments to the Selected Provider shall be made in accordance with PART V, Section E of the RFP and the Selected Provider’s Cost Proposal.

ARTICLE 5 – ENTIRE CONTRACT

5.1 The Contract Documents embody the entire understanding of the Commission and the Selected Provider and form the basis of the Contract between the Commission and the Selected Provider. The Contract Documents shall be considered to be incorporated by reference into this Form Contract as if fully rewritten herein.

5.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

5.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

5.4 The Contract shall be binding on the Selected Provider and the Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Selected Provider without the prior written consent of the Commission.

ARTICLE 6 - EXECUTION

6.1 The Contract shall become binding and effective upon execution by the Commission.

ARTICLE 7 - ORIGINAL CONTRACT FORMS

7.1 This Form Contract has been executed in several counterparts, each of which shall constitute a complete original Form Contract that may be introduced in evidence or used for any other purpose without production of any other counterparts.

ARTICLE 8 - WARRANTY OF SIGNATORY

8.1 The undersigned signatory for the Selected Provider hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Selected Provider. This representation and warranty is made for the purpose of inducing the Commission to execute the Contract.

ARTICLE 9 - NOTICE

9.1 For purposes of providing any written Notices required under the Contract: Notices to the Commission shall be provided in writing c/o the Deputy Executive Director / Director of Administration, 682 Prospect Street, Berea, Ohio 44017, with copy to robin.carlin@ohioturnike.org and an immediate follow up telephone call to (440) 234-2081, ext.

1111. Notices to the Selected Provider shall be provided in writing to:

_____.

Signifying their agreement with the foregoing, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION SELECTED PROVIDER**

(Name of Company)

By: _____

EXECUTIVE DIRECTOR

(Title)

(Date)

(Date)

APPROVED:

DIRECTOR OF CONTRACTS ADMINISTRATION

(Date)

ACKNOWLEDGEMENT

(To be Completed and Returned with the Responding Provider’s Proposal)

The undersigned, having full knowledge of the matter contained in the Request for Proposals (“RFP”) for Group Health Plan Benefits, proposes to serve as the Ohio Turnpike and Infrastructure Commission’s Provider of Group Health Plan Benefits (or applicable portion thereof) in accordance with the terms and conditions outlined in the RFP, and the ensuing Contract that shall contain the agreed upon Cost Proposal.

The undersigned further agrees that, if awarded a Contract, the Selected Provider shall submit proper Certificates of Insurance and an executed Form Contract in accordance with the RFP within ten (10) days of written notification that the Commission has awarded a Contract to the Selected Provider.

The undersigned signatory for the Responding Provider represents and warrants that he or she possesses full and complete authority to submit this Proposal to the Ohio Turnpike and Infrastructure Commission and to enter into a Contract if its Proposal is accepted. The Selected Provider agrees to commence the work as required in the signed Contract and to timely provide all services and benefits required pursuant to the RFP.

By: _____
(Name) (Title)

Corporate Name: _____

State of Incorporation: _____

Date: _____

An authorized representative of the Responding Provider shall sign the **Acknowledgement Form** and in so doing shall set forth its correct corporate or other name. If the Proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, limited liability company, or joint venture, the name and post office address of each member of the partnership, limited liability company or joint venture must be shown. If made by a corporation, the Proposal must show the name of the state in which the corporation was chartered and the name and title of the officer or officers having authority under the charter or bylaws to sign the Contract.

A Proposal signed by an agent must be accompanied by satisfactory evidence of his or her authority to sign such Proposal on behalf of the Responding Provider.

CONFIDENTIALITY AGREEMENT

RFP FOR GROUP HEALTH PLAN BENEFITS

(To be completed, signed and returned with Responding Providers' Proposal)

The undersigned, on the behalf of the Responding Provider identified below, agrees to maintain the confidentiality of any and all information that the Ohio Turnpike and Infrastructure Commission provides to the Responding Provider within or related to the RFP for Group Health Plan Benefits. It is understood that such information and documentation may only be shared with those employees or underwriters of the Responding Provider that are essential to providing a Proposal responsive to the RFP.

It is further understood that, in addition to constituting a material breach of this agreement and the representations made in accepting the RFP, the unauthorized release or publication of the confidential information or documentation provided to the Responding Provider during the RFP process shall be grounds for disqualification or termination of the Responding Provider.

Name(s)

Title(s)

Responding Provider

Address

Phone Numbers and Email Addresses

Date

**AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services**

This information is to be submitted as part of the response to the RFP.

Through the signature below, the Respondent affirms its understanding and commitment to abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Respondent and any of its subcontractors shall perform no services requested outside of the United States.

The Respondent shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Respondent will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

2. Location where services will be performed by the Respondent:

(Address) (City, State, Zip)

3. Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

4. Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

682 Prospect Street
Berea, Ohio 44017

**REQUEST FOR PROPOSALS
GROUP LIFE AND AD&D**

ISSUE DATE

July 9, 2015

INQUIRY END DATE

July 30, 2015, 5:00 P.M. (E.D.T.)

RESPONSE DUE DATE

August 6, 2015, 2:00 P.M. (E.D.T.)

SUBMITTED BY:

COMPANY NAME _____

CONTACT NAME _____

STREET ADDRESS _____ POST OFFICE _____

CITY AND STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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The Ohio Turnpike and Infrastructure Commission

Robin Carlin
*Deputy Executive Director/
Director of Administration*

July 9, 2015

To: Group Life and AD&D Benefits Providers

RE: Ohio Turnpike and Infrastructure Commission RFP for Group Life and AD&D Benefits

The Ohio Turnpike and Infrastructure Commission (“OTIC”) issues its Request for Proposals (“RFP”) for Group life and AD&D benefit plans with this letter. Your Company either has been identified as a potential respondent or has requested to receive the RFP. We are enclosing the necessary materials to evaluate the risk presented and to submit a response to the RFP (“Proposal”) for our review. Please note the deadlines for submission because failing to timely submit a Proposal is cause for rejection.

The following summarizes the background of the current arrangement and the requirements for your Proposal submission. We look forward to receiving and reviewing your proposal. Please pay attention to the deadlines for submission as failing to timely submit proposals shall be cause for rejection by OTIC.

This RFP is organized into the following **seven (7) parts**:

Part I	Executive Summary
Part II	General Instructions
Part III	Evaluation of Proposals
Part IV	Contract Award
Part V	Legal Requirements
Part VI	RFP Attachments
Part VII	Underwriting Information

Part I. EXECUTIVE SUMMARY

1. Background

As of May 29, 2015, the OTIC provides Group Life and AD&D benefits for approximately 717¹ full time employees. The eligible employee population is made up of approximately 264 non-union and 453 employees represented by a collective bargaining agreement. The demographic breakout is as follows:

¹ The number of employees eligible for health benefits under a separately issued RFP differs from those being offered Group Life and AD&D benefits due to the standard applied under the ACA for classifying full time employees for purposes of offering health benefits.

Average Age	Male	Female	Union	Non-Union
51	440	277	453	264

The current Group Life and AD&D benefits have been underwritten by The Hartford (“Hartford”) since January 2011. The current Contract with Hartford is set to expire on December 31, 2015.

The Group Life and AD&D benefits are provided on an experience rated, non-participating basis. The schedule of benefits indicates a flat \$50,000 benefit for all eligible employees which is funded by the OTIC. Employees are also able to purchase supplemental Life and AD&D policies for themselves, spouses and dependents on a voluntary basis. The Selected Carrier must provide continuing supplemental life and AD&D insurance for existing employees with the same benefit amounts currently purchased without additional medical or other qualification.

In addition, Hartford currently offers the following value-add services to the OTIC.

1. Funeral Planning and Concierge Services
2. Estate Guidance Will Services
3. Beneficiary Assist Counseling Services
4. Travel Assistance and ID Theft Protection Services

2. Basis for Quotation

The OTIC is interested in soliciting a competitive proposal for the Group Life and AD&D benefits for a contract commencement date of September 21, 2015 and coverage effective date of January 1, 2016.

Given the collective bargaining agreement, it is imperative that bargained benefits described in Attachment 11 be duplicated in your proposal. As such, please prepare your proposal according to an exact duplication of benefits for both bargained and non-bargained employees. *Any deviation from the current plan designs must be clearly outlined and quantified in your cover letter.*

Under no circumstances shall there be any commissions, bonuses or overrides included in any provider rates. (It is also the express policy of our consultant, Willis of Ohio, Inc. not to accept any commissions, bonuses or overrides).

3. Attachments to the RFP

For your convenience, we have enclosed the following data to assist in preparing your proposal:

- Qualitative Questionnaire - (Attachment 6)
- Census data as of May 29, 2015 (census is separated for bargaining and non-bargaining units) – (Attachment 10)
- Certificates of Coverage for Group Life, AD&D and Voluntary Life - (Attachment 11)
- Premium and Claims experience – (Attachment 12)
- Rate History – (Attachment 13)
- Hartford Invoice – (Attachment 14)

4. Proposed Effective Date

Responding Providers' Proposals should assume a coverage effective date of January 1, 2016, which shall continue for a three (3) year period potentially followed by two (2) additional two (2) year renewal terms, exercisable as mutual options to renew under the same rates, terms and conditions excepting any mutually agreed modifications.

5. Dates to Remember

Firm Dates

RFP Issued:	July 9, 2015
Inquiry Process Ends:	July 30, 2015, 5:00 P.M. (E.D.T.)
Proposal Due Date:	August 6, 2015, 5:00 P.M. (E.D.T.)

Estimated Dates

Contract Award Date:	September 21, 2015
Work Begins:	October 1, 2015
Open Enrollment Begins:	November 1, 2015
Open Enrollment Completed:	November 30, 2015
Start of Benefit Year:	January 1, 2016

The OTIC may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. A Responding Provider that mails its Proposal must allow for adequate mailing time to ensure its timely receipt.

All Proposals and other material submitted will become the property of the OTIC and may be returned only at the OTIC's option. Only proprietary or trade secret information (consisting of properly documented intellectual property of the Responding Provider) that is included in a Proposal should be marked as **CONFIDENTIAL** and placed in a separate envelope denoting its confidentiality on the front of the envelope. If the Commission receives a complaint, subpoena, discovery or public record request or other valid administrative or judicial notice seeking the disclosure of information marked as Confidential, the Commission will promptly notify the Responding Provider. If requested, the Commission will provide reasonable cooperation to the Provider in resisting or limiting the disclosure. At the Commission's discretion, the Provider agrees to defend the Commission or assume the costs and fees associated with defense, including legal counsel acceptable to the General Counsel as a result of withholding the documents marked Confidential. Subject to its obligations stated in the foregoing, the Commission may comply with any binding subpoena or other process to the extent required by law, but will make every effort to secure confidential treatment of any materials disclosed. Materials and items submitted with any Proposal that are not so marked may be used by the OTIC without compensation to the Responding Provider. Additionally, all Proposals will be open to the public after the Contract has been awarded.

6. Presumption of Confidentiality

The enclosed materials include confidential information regarding the OTIC. By accepting this RFP, the prospective Responding Provider agrees that this information will be shared only with those persons in the company that have a need for access to this data. You are not authorized to review this information with any party outside of your organization. To this end, the attached

Confidentiality Agreement (see *Attachment 9*) must be signed by a person of authority within each Responding Provider's organization and returned with your proposal.

7. Point of Contact during Inquiry Process and Communications Restriction

The OTIC has requested Willis assist with the evaluation of proposals. However, all inquiries shall be forwarded in writing to the OTIC and addressed via e-mail to Mr. Kevin Golick, Procurement Manager for the Ohio Turnpike and Infrastructure Commission at kevin.golick@ohioturnpike.org.

The OTIC will not entertain telephone calls regarding this RFP, nor may interested Providers communicate in any fashion with the OTIC's consultant, Willis, during the pendency of this competitive selection process. The OTIC is committed to ensuring that all Responding Providers be given consistent information from which to prepare their proposals. There will be no exceptions to this communication process.

If you have any questions or if you would like to receive a copy of the responses to questions asked by any of the Responding Providers in receipt of the RFP, you must make such request for information in writing to Mr. Golick via email no later than **5:00 p.m. (E.D.T.) on July 30, 2015**.

The OTIC will compile answers to all questions and submit the entire list of questions and answers after the **July 30, 2015** inquiry deadline to all companies submitting questions and any others that so request a copy.

From the release of this RFP until a Proposal is selected and the Contract executed, Responding Providers may not communicate with any OTIC staff concerning this RFP except through the aforementioned Inquiry Process. This does not apply to communication during the evaluation process if the OTIC or Willis initiates the communication. If a Responding Provider engages in any unauthorized communication, the OTIC may reject that Provider's Proposal.

8. Proposal Return Date and Submission Requirements

Proposals consisting of one (1) original and three (3) copies must be received no later than **2:00 pm E.D.T. on August 6, 2015** at the OTIC's administrative offices in Berea, Ohio. Proposals that arrive later than the designated time will not be considered.

We look forward to reviewing your proposal. Thank you for your consideration.

Sincerely,



Robin Carlin
Deputy Executive Director/Director of Administration
Ohio Turnpike and Infrastructure Commission

cc: Director Contracts Administration, Mark Musson
CFO/Comptroller, Marin Seekely
Procurement Manager, Kevin Golick

Enclosures

PART II GENERAL INSTRUCTIONS

1. **Proposal Instructions.** One (1) original and three (3) copies of each Proposal must be received by the OTIC. Each Proposal must be organized in an indexed binder, and ordered in the same manner in which the response items listed in the “**Proposal Format**” section below are ordered.

The OTIC seeks clear and concise Proposals. Responding Providers should take care to completely answer questions and meet the RFP’s requirements.

2. **Proposal Format.** Each Proposal must include sufficient data to allow the Evaluation Committee to verify the total cost for the services that will be provided and all of the Responding Provider’s claims of meeting the RFP's requirements. Each Proposal must respond to every request for information whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. Responding Providers may include any additional information they believe is relevant. An identifiable tab sheet must precede each section of a Proposal and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered.

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- Cover Letter – signed by an individual with contracting authority.
- Proposed Staffing Plan for Account Services.
- Implementation Work Plan.
- Completed Specifications Questionnaire (see **Attachment 6**).
- Performance Guarantees.
- Financial Requirements.
- Payment Address.
- W-9 Form.
- Completed Non Interest/Non-collusion Affidavit (see **Attachment 2**).
- Proof of Drug Free Workplace Policy.
- Signed Acknowledgement Form (see **Attachment 8**).
- Confidentiality Agreement (see **Attachment 9**).
- Completed Offshore Services Affirmation and Disclosure Form (see **Attachment 14**)
- Insurance Certificate evidencing coverage required at **PART V, Section Q**.
- Proposal bond or certified check payable to the Ohio Turnpike and Infrastructure Commission in the amount of \$10,000 for the Group Life, AD&D and Voluntary Life benefits.

Proposal bonds/certified checks will be returned to all Responding Providers once the OTIC has entered into a Contract with the Selected Provider.

All Responding Providers are on notice that the OTIC will not be liable for any Responding Provider's costs incurred in responding to this RFP. No reimbursement of costs will be issued regardless of whether the OTIC awards the Contract through this process, decides not to go forward with the services, cancels this RFP for any reason, or contracts for the services through some other process or by issuing another RFP.

The OTIC may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. A Responding Provider that mails its Proposal must allow for adequate mailing time to ensure its timely receipt.

The OTIC may reject late Proposals regardless of the cause for the delay.

Each Responding Provider must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Responding Provider acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Responding Provider also agrees that the Contract will be the complete and exclusive statement of the agreement between the OTIC and the Contractor and will supersede all communications between the parties regarding the Contract's subject matter.

The OTIC may reject any Proposal if the Responding Provider takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Provider's Proposal fails to meet any requirement of this RFP. The OTIC also reserves the right to refuse to negotiate any exceptions to the requirements of the RFP noted in Provider responses. The OTIC may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the Providers responding to this RFP.

The OTIC will not enter into a Contract with an agent or broker on behalf of any Provider. All Proposals must be signed and submitted by the Responding Provider.

3. Sample Agreement/Contract. The Proposal may include a sample agreement or contract from the Responding Provider. **(However, the Commission's General Terms and Conditions, which are included in this RFP, shall be incorporated either directly or by reference into any contract or agreement with the Selected Provider).** This section of the Proposal shall include comments with regard to any exceptions or conflicts to the respective needs of the OTIC's General Terms and Conditions and its Form Contract contained in **Attachment 7**. The Responding Provider shall include commentary regarding its willingness to amend any deviations from its "standard" contract wording to comply with the requested provisions of the OTIC policies and General Terms and Conditions.

4. Waiver of Defects. The OTIC has the right to waive any defects in any Proposal or in the submission process followed by a Responding Provider. The OTIC also may allow any Responding Providers with defective or incomplete Proposals to correct or revise those

Proposals, as appropriate. But the OTIC will only do so if it believes that it is in the OTIC's interests and will not cause any material unfairness to other Responding Providers.

5. Multiple or Alternate Proposals. The OTIC will not entertain multiple Proposals from a single Responding Provider. The OTIC requires any alternate quotations to be submitted as a part of the single Proposal submitted by a Responding Provider.

Responding Providers are permitted to submit a Proposal for all benefits described in the submission, or Responding Providers may prepare a Proposal for only a portion of the benefit plans (i.e., Group Life/AD&D and Voluntary Life only). Responding Providers must clearly identify their intent as to the extent of benefits being quoted in their Proposals.

6. Amendments to Proposals. Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

7. Amendments to the RFP. If the OTIC decides to revise this RFP before the Proposal due date, amendments will be announced using the OTIC's Inquiry Method and will be made by the issuance of Addenda that will be made available to all prospective Providers. After the submission of Proposals, Addenda will be distributed only to those Responding Providers whose submissions are under active consideration. Should the OTIC issue Addenda to the RFP after Proposals have been submitted, the OTIC will permit Responding Providers to withdraw their Proposals within five (5) business days after the Addendum is issued. This withdrawal option will allow any Responding Provider to remove its Proposal from active consideration should the Provider feel that the Addendum materially changes the nature of the transaction. Alternatively, the OTIC may allow Responding Providers that have Proposals under active consideration to modify their Proposals in response to the Addendum, as described below.

Should the OTIC issue an Addendum after the Proposal due date, the OTIC will advise all Responding Providers whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the change. Any time the OTIC modifies the RFP after the Proposal due date, a Responding Provider will have the option to withdraw its Proposal even if the OTIC permits corresponding modifications to the Proposals. If the Responding Providers are given the option to modify their Proposals, the OTIC may limit the nature and scope of that option. Unless otherwise stated in the OTIC's notice, modifications and withdrawals must be made in writing and must be submitted within five (5) business days after the Addendum is issued. If a negotiation phase is entered into with a top-ranked Responding Provider, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the OTIC at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the OTIC has authorized may be rejected and treated as a withdrawal of the Responding Provider's Proposal.

PART III
EVALUATION OF PROPOSALS

1. Disclosure of Proposal Contents. The OTIC will open the Proposals in a manner that avoids disclosing their contents. Only the identity of the Responding Provider will be revealed until Contract award. The OTIC will keep the contents of all Proposals confidential until the Contract is awarded. The OTIC will also prepare a registry of Proposals containing the name and address of each Responding Provider. The registry will be available for public inspection after the Proposals are opened.

2. Rejection of Proposals. The OTIC may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the OTIC believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the OTIC may cancel this RFP, reject all the Proposals, and seek to solicit the services through a new RFP or other means.

3. Evaluation of Proposals Generally. The evaluation process may consist of up to four (4) distinct phases:

- A. The Contracts Administration Department's Initial Review of all Proposals for defects.
- B. The Evaluation Committee's Evaluation of the Proposals.
- C. Request for More Information (Interviews, Presentations, and/or Demonstrations).
- D. Negotiations.

It is within the purview of the Evaluation Committee to decide whether Phases C and D are necessary. The Evaluation Committee will initially make this decision before the evaluation process begins. But the Committee has the right to eliminate or add Phases C and/or D or add or remove sub-phases to Phases B through D at anytime if the Committee believes doing so will improve the evaluation process.

4. Clarifications. During the evaluation process, through the Procurement Manager, the Evaluation Committee may request clarifications from any Responding Provider under active consideration and may give any Provider the opportunity to correct defects in its Proposal provided doing so does not result in an unfair advantage for the Responding Provider and that it is in the OTIC's interests to do so.

5. Initial Review. The Contracts Administrator will review all Proposals for their timeliness, format, and completeness. The Contracts Administrator will normally reject any late, incomplete, or incorrectly formatted Proposal, though the Contracts Administrator may elect to waive any immaterial defects or allow a Responding Provider to submit a correction.

If a late Proposal is rejected, the Procurement Manager will not open it at the public opening, and the Proposal will not be evaluated for format or completeness.

All timely, complete, and properly formatted Proposals will be forwarded to the Evaluation Committee, which will be comprised of both OTIC and personnel from Willis of Ohio, the OTIC's consultant.

6. Committee Review of the Proposals. The Evaluation Committee will evaluate and numerically score each Proposal forwarded to it. The evaluation will be completed in accordance with the criteria contained in Subsection 7 of this Part of the RFP. Attachments to this RFP may help to further refine these criteria, and the Committee has reserved the right to break these criteria into components and weigh any components in accordance with their perceived importance. (See attached score sheets).

In conducting the review, the Evaluation Committee will be encouraged to utilize what is known as the PMIQ technique (Plus, Minus, Interesting, Questions). For each of the criterion listed, on a separate sheet before scoring each Proposal, the Committee will list the pluses, minuses, interesting points and those about which they have questions. These factors will make it easier for them to determine a score for each category and ultimately to reach a consensus. (See attached PMIQ sheets and score sheets).

If the Committee finds that **one (1) or more Proposals** should be given further consideration, the Committee may select one or more of the highest ranked Proposals to move to the next phase. The Committee may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

7. Scoring Criteria and Score Sheets.

Financial Considerations. In addition to evaluating the economics of the fixed costs for the Commission under each Proposal, the Responding Provider's qualifications in the Group Life/AD&D and Voluntary Life benefits plan industry are a major criterion. This criterion includes as a component the Responding Provider's financial ability to perform the Contract. This RFP expressly requires the submission of audited financial statements from all Responding Provider's in the Proposal contents attachment.

In evaluating a Responding Provider's financial ability, the Committee will evaluate whether the Provider's financial position is adequate or inadequate on a pass/fail basis. If the Evaluation Committee believes the Responding Provider's financial ability is not adequate, that decision will be fatal to the Provider's Proposal, and the Committee may reject the Proposal despite its other merits.

Legal Requirements. The Selected Provider shall be required to adhere to the rules and regulations promulgated by the OTIC and to all terms contained in the Contract for services, incorporated in the RFP. **No score is affiliated with this aspect of the RFP, and it will be evaluated on a pass/fail basis.**

Scored Categories. There are four (4) categories that are important to the OTIC when reviewing proposals submitted for the Group Life and AD&D Benefit plans. The categories will be evaluated using the current Group Life and AD&D that are provided by the OTIC's current carrier(s). Please refer to **Attachment 11** for a summary of current coverages available. An

amount of points is established for each plan's category based upon the importance of that category to the overall Proposal. The criteria to be considered by the Evaluation Committee and available points are:

- A. Financial Considerations – Overall competitiveness of all elements of the costs. Group Life and AD&D rates – 60 points.
- B. Contract Provisions – 90 points.
- C. Customer Service – 30 points.
- D. Completion/Submission of all items required under the RFP – 30 points.

Total Possible Score = 210 Points. (See attached score sheets for breakdown).

**GROUP LIFE / AD&D
PLUS, MINUS, INTERESTING, QUESTIONS ANALYSIS**

Criteria	Pluses	Minuses	Interesting Points	Questions
A. <u>Financials</u> - 0 to 60 Points <u>Fixed Costs</u> Rate Structure Rate Guarantees				
B. <u>Contract Provisions</u> – 0 to 90 Points Schedule of Benefits Age Reductions Guarantee Issues Definitions Eligibility Termination of Insurance Beneficiary Payment Options Conversion Waiver of Premium Limitations Assignment of Benefits Benefit Options Value-Add Services				
C. <u>Customer Services</u> 0 to 30 Points Service Team Toll Free Phone Numbers Payment Options				
D. <u>Completion and submission of all items required under the RFP</u> 0 to 30 Points				

SCORE SHEET – GROUP LIFE AND AD&D

<u>Criteria</u>	<u>Total Points Available</u>	<u>Score</u>
A. <u>A. Financials -</u> <u>Fixed Costs</u> Rate Structure Rate Guarantees	60	
B. <u>Contract Provisions –</u> Schedule of Benefits Age Reductions Guarantee Issues Definitions Eligibility Termination of Insurance Beneficiary Payment Options Conversion / Portability Waiver of Premium Limitations Assignment of Benefits Benefit Options Value-Add Services	90	
C. <u>Customer Services</u> Service Team Toll Free Phone Numbers Payment Options	30	
D. <u>Completion and</u> <u>submission of all items</u> <u>required under the RFP</u>	30	
E. <u>Willingness to Comply with Financial</u> <u>Requirements – Financial Stability</u>	Pass/Fail	
F. <u>Willingness to Comply with Legal</u> <u>Requirements</u>	Pass/Fail	
Total Points	210	

8. Interviews, Demonstrations and Presentations. The Evaluation Committee may require some Responding Providers to interview with the Committee, make a presentation about their Proposal, and/or demonstrate their products or services. In addition, the Evaluation Committee may conduct a site visit of a Provider's facilities and operations. References will also be checked thoroughly during this phase of the process. Such activities provide a Responding Provider and the OTIC with an opportunity to clarify the Proposals submitted and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the Evaluation Committee and will be held at the OTIC's administrative offices.

The Evaluation Committee may record any presentations, demonstrations, and interviews.

The Evaluation Committee normally will not numerically rank interviews, demonstrations, and presentations, site visits, and reference checks. Rather, the Committee may decide to revise its existing Proposal evaluations based on the results of these activities.

9. Contract Negotiations. The final phase of the evaluation process is Contract negotiations. Contract negotiations will be held at the OTIC's offices. Negotiations will be scheduled at the convenience of the Committee. The Responding Providers who's Proposals are selected for negotiation must negotiate in good faith.

Negotiations may be conducted with any Responding Provider that submits a competitive Proposal, but the Committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Responding Provider's Proposal, as appropriate. Any Responding Provider whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

Should the initial evaluation process result in only one (1) top-ranked Proposal, the Committee may limit negotiations to only that Responding Provider and not hold negotiations with any lower-ranking Provider. If negotiations are unsuccessful with the top-ranked Responding Provider, the Committee may then go down the line of remaining Responding Providers, according to rank, and negotiate with the next highest-ranking Provider. Lower-ranking Providers do not have a right to participate in negotiations conducted in such a manner.

If the Committee decides to negotiate with all the remaining Responding Providers, or decides that negotiations with the top-ranked Provider are not satisfactory and negotiates with one (1) or more of the lower-ranking Providers, the Committee will then determine if an adjustment in the ranking of the remaining Providers is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Responding Providers, as adjusted.

Auction techniques that reveal one Responding Provider's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal must be reduced to writing by the Responding Provider as described below.

Following negotiations, the Committee may set a date and time for the submission of best and final Proposals by the remaining Responding Provider(s) with which the Committee conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the Committee need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once, unless the Committee makes a written determination that it is in the OTIC's interest to conduct additional negotiations. In such cases, the Committee may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If a Responding Provider does not submit a best and final Proposal, the Provider's previous Proposal will be considered the Provider's best and final Proposal.

It is entirely within the discretion of the Committee whether to permit negotiations. **A Responding Provider must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal.** The Committee is free to limit negotiations to particular aspects of any Proposal, to limit the Responding Providers with which the Committee wants to negotiate, and to dispense with negotiations entirely.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the OTIC to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Responding Providers, and the Evaluation Committee will not be allowed to tell one Provider about the contents of another Provider's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Responding Provider that seeks to gain access to the contents of another Provider's Proposal may be disqualified from further consideration.

10. Failure to Negotiate. If a Responding Provider fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the OTIC may terminate negotiations with that Provider and collect on that Provider's Proposal Bond, if such a bond was required in order to respond to this RFP.

11. Final Recommendation to the Executive Director. Once all Proposals have been reviewed, scored, ranked and any Contract negotiations have been completed, the Evaluation Committee's findings will then be drafted into a recommendation to the Executive Director. Thereafter, the Contract must be approved by the full Commission membership. It is anticipated that this will occur at the regularly scheduled meeting of the Ohio Turnpike and Infrastructure Commission, presently slated for September 2015.

**PART IV
CONTRACT AWARD**

1. Contract Award. The OTIC plans to award the Contract for the Work in September 2015, if the OTIC decides the award is in its best interests and has not changed the award date. The Commission anticipates that coverage under a Contract awarded shall commence January 1, 2016 and shall continue for three (3) years, with the possibility of two (2) additional two (2) year renewal periods. (See PART V, Section W below).

In awarding the Contract(s), the OTIC will issue an award letter to the Selected Provider(s). The letter will include four (4) originals of the Contract. The provider will have ten (10) business days to return the four (4) signed Contracts to the OTIC. After the OTIC receives these four (4) signed Contracts, the OTIC's duly authorized representative will sign the Contracts and return one (1) original to the Selected Provider. The Contract will not be binding on the OTIC until all other prerequisites identified in the Contract have occurred.

The OTIC expects the Selected Provider to immediately commence its work after Contract execution.

2. Contract. If this RFP results in a Contract award, the Contract will consist of this RFP, written amendments to this RFP, the Selected Provider's Proposal, and written, authorized amendments to the Selected Provider's Proposal. It will also include any materials incorporated by reference in the above documents. The form of the Contract is attached to this RFP, but it incorporates all the documents identified above. The General Terms and Conditions for the Contract are contained in PART V of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents shall govern as follows:

1. This RFP, as amended;
2. The documents and materials that the RFP incorporates by reference;
3. The Contractor's Proposal, as amended; and
4. The documents and materials the Selected Provider's Proposal incorporates by reference.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over any conflicting matter is part of the Contract.

PART V LEGAL REQUIREMENTS

In addition to the requirements outlined in the previous sections, the Provider awarded the Contract shall be required to adhere to the rules and regulations promulgated by the OTIC and to all terms contained in the Contract for services, including the following General Terms and Conditions. **In submitting a proposal, the Selected Provider agrees to be bound by the terms and conditions set forth in this Part of the RFP. The Selected Provider will be required to sign a Contract Form with the OTIC that incorporates the following Terms and Conditions.**

A. Certification of Responding Provider. In addition to meeting the Scope of Service requirements outlined in the RFP, the Selected Provider shall be required to adhere to the following General Terms and Conditions, which shall become a part of the Contract entered into with the Selected Provider. By submitting a response to this RFP, all Responding Providers certify with their signature thereon that they agree to abide by these General Terms and Conditions.

B. Force Majeure. The Selected Provider shall have no liability to the OTIC if it becomes unable to timely perform the agreed to services due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the Selected Provider), water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, the public enemy, or terrorists, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, so long as the causes are beyond the Selected Provider's control.

C. Performance Warranty. The Selected Provider shall provide the services contemplated under the Contract in a manner consistent with the standards of competent practice for the Group Life, AD&D and Voluntary Plan Benefits industry, whichever is applicable.

D. Assignment of Contract. The Selected Provider may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Executive Director of the OTIC, which approval shall not be unreasonably withheld. Any such approved assignment shall not relieve the Selected Provider from any of its responsibilities under the Contract.

E. Payments to Selected Vendor. Unless otherwise agreed to, payments to the Selected Provider shall be made monthly pursuant to the agreed upon rate. The Selected Provider shall render its bills for services under the Contract to the OTIC on or about the 10th day of the month after any such services are performed. Invoices shall be due and payable by the OTIC within thirty (30) days from the date of receipt thereof. The exception to the above is in the case of disputed or questioned invoices or invoices received without proof of performance

F. Mediation. The OTIC and the Selected Provider recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the OTIC and the Selected Provider agree that if any controversy or dispute arises out of or relates to the Contract, or any breach of the Contract, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty (30) days. The OTIC and the Selected Provider shall attempt to mutually agree as to the provider of neutral services, and the costs of such mediation shall be shared equally by the parties. In the event the parties cannot mutually agree to a neutral mediator or the deadline described in this Section is not met, unless an extended time frame is consented to by both parties in writing, either party may commence litigation or any other legal proceeding that is appropriate.

G. Non-Disclosure. The Selected Provider agrees that it will not disclose at any time during or after its work under the Contract, either directly or indirectly, any confidential knowledge or information which the Selected Provider may acquire with respect to the Contract or the OTIC's operations or its employees, except as may be required by law, or a court of competent jurisdiction.

H. Drug-Free Workplace. The Selected Provider shall comply with all applicable federal, state, and local laws regarding drug-free workplaces, and shall make a good faith effort to ensure that its employees do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

I. Records Retention, Audits and Inspection. The Selected Provider shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available upon request by the Executive Director of the OTIC, his representative, or the Ohio Auditor of State's office for purposes of review and/or audit at any time during the Contract period or for two (2) years from the expiration date and final payment under the Contract or any of its extensions, whichever is later.

J. Compliance with Law. The Selected Provider agrees to comply with all applicable federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, equal employment opportunity, campaign contributions, drug-free workplace, non-discrimination in employment, ADA, HIPPA and ACA compliance, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. In the event that any provision of the Contract is in conflict with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Selected Provider nor its employees are construed as employees of the OTIC for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose.

K. Certification of Compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13. The Selected Provider certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections

102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and affirms that, as applicable, no principal of the Selected Provider nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committee.

L. Subcontractors. All work to be done by subcontractors utilized by the Selected Provider is subject to preapproval by the OTIC. All subcontractors selected by the Selected Provider and approved by the OTIC must comply with all the terms and conditions contained in the Contract.

M. Tax Exempt Status. The State of Ohio and the OTIC are exempt from federal excise taxes and all state and local taxes, unless otherwise provided. The OTIC does not agree to pay any taxes on commodities, goods, or services acquired from, or by, the Selected Provider. The Selected Provider must, however, comply with all statutes, rules and regulations governing federal, state and local income, sales and excise taxes.

N. Publicity. Any use of or reference to the Contract by the Selected Provider to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Executive Director of the OTIC.

O. Non-Exclusive Rights. Unless otherwise agreed to in the Contract, nothing in the Contract with the Selected Provider shall preclude the OTIC from acquiring other services similar to the services provided for in the Contract.

P. Termination/Default. Subject to the *force majeure* provisions contained herein, if the Selected Provider fails to perform any material obligation under the Contract, the OTIC shall notify the Selected Provider immediately, in writing, of such failure. If the Selected Provider has not cured the failure or commenced to cure to the reasonable satisfaction of the OTIC within ten (10) days of said notice, then the Selected Provider is in default and the OTIC may terminate the Contract in full, upon written notice to the Selected Provider of such termination, and exercise any and all additional rights and remedies that the OTIC may have at law or in equity. The OTIC may unilaterally terminate the Contract at any time by giving sixty (60) calendar days prior written notice to the Selected Provider. If the OTIC unilaterally terminates the Contract pursuant to the preceding sentence and/or the *force majeure* provision(s) contained herein, the Selected Provider shall be paid its fees for any benefits provided up to the termination date.

Q. Insurance. The Selected Provider certifies that it has a Comprehensive Liability Insurance Policy, a summary of which shall be attached as to the Contract as an "Exhibit." Certificates of insurance must be provided evidencing the required amounts and types of coverage. Insurance coverage shall remain in full force and effect through the duration of the Contract.

Immediately upon the execution of the Contract, the Selected Provider shall forward to the OTIC certificates of insurance endorsing the Ohio Turnpike and Infrastructure Commission as an additional insured or loss payee (whichever is applicable), which show

that the Selected Provider is insured by an insurance company or companies approved by the OTIC. Said insurance shall be with a company or companies authorized to do business in the State of Ohio and which are rated A- or better by A.M. Best, and shall be maintained in full force and effect until the Contract has been fully and completely performed. Such insurance policies shall protect the Selected Provider from liability and claims for damages for bodily injury, including wrongful death, and for damages to property caused by an accident arising from the Selected Provider's performance of the Contract. Said insurance shall provide that in the event of cancellation or expiration of the policy, a thirty (30) day advance notice thereof will be given to the OTIC.

The Selected Provider shall carry professional liability insurance, including errors and omissions, in an amount not less than \$1,000,000 per claims and \$1,000,000 aggregate, insuring it in connection with services to be performed under the Contract.

The Selected Provider shall carry commercial general liability insurance, including employers liability, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability.

The Selected Provider shall, at its own expense, also purchase and maintain Comprehensive Automobile Liability Insurance covering liability arising out of the ownership, maintenance or use of all owned, non-owned, and hired automobiles including mobile equipment in an amount not less than \$1,000,000 combined single limit.

The insurance policy or policies shall be primary and non-contributory. The above-described certificates of insurance shall be delivered to and remain in the custody of the OTIC and each shall be in form and words satisfactory to the OTIC's Risk Management Coordinator.

The OTIC may, at any time, require the Selected Provider to take out any additional or other insurance. In each such case, the OTIC shall reimburse the Selected Provider for the net premium cost thereof, which reimbursement shall be made at the time of final payment.

The Selected Provider shall also maintain until the Contract has been fully and completely performed, Ohio Workers' Compensation Insurance covering all the employees who engage in any work in connection with the performance of the Contract, except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

R. Indemnification

1. General. The Selected Provider shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Commission, Commission members, Executive Director, Deputy Directors, officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines,

penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

- a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Selected Provider, its officers, employees, agents, independent Providers or subcontractors (or subconsultants or independent consultants thereof), or any other person or party for which the Selected Provider is legally liable, and
- b. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, or the injury to or damage, destruction, or loss of use of property.

2. Intellectual Property. The Selected Provider shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Commission as decided in its sole discretion, defend or pay for the defense of the Indemnified Parties from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

- a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Selected Provider, its officers, employees, agents, independent consultants or subcontractors, (or subconsultants or independent consultants thereof), or any other person or party for which the Selected Provider is legally liable, and
- b. is attributable in any manner and to any extent to any claimed infringement of any copyright, patent, intellectual property right, or other intangible property right, or the disclosure of confidential or otherwise privileged information, of the violation of any law, rule or regulation.

3. Conditions. The provisions of this Section R, Indemnification, shall survive the expiration or termination of this Agreement. Should the Commission elect to have the Selected Provider defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Selected Provider to reimburse the Commission for

damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. This Section R, Indemnification, is intended to be, and shall be construed as consistent with, and not in conflict with Ohio Revised Code Section 2305.31. The obligations of the Selected Provider hereunder shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Selected Provider.

S. Governing Law. The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought only in the courts in the State of Ohio, and the Selected Provider hereby irrevocably consents to such jurisdiction.

T. Incorporations by Reference. The RFP issued by the OTIC and the Selected Provider's Response to the RFP, dated on or before the actual proposal opening date, shall become Exhibits to the Contract, as shall any insurance documents. Any Exhibits to the Contract shall be incorporated by reference, and shall be considered to be a part of the Contract as if fully rewritten therein. Should any conflict arise between any Exhibit and the Contract, the terms of the Contract shall supersede the contents of any Exhibit. Should any conflict arise between the RFP and the Selected Provider's Proposal, the RFP shall supersede, unless the parties have mutually agreed otherwise.

U. Merger and Severability. The Contract shall contain the entire Contract and understanding between the parties with respect to the subject matter therein. The Contract shall not be modified, amended, nor any part waived, without a fully executed Contract, signed by the party against whom such change is sought to be enforced. If a court of competent jurisdiction determines any portion of the Contract to be invalid, such portion only shall be severed and the remaining portions of the Contract shall remain in effect.

V. Conflict of Interest. No officer, member, or employee of the OTIC shall participate in any decision relating to the Contract if there is a personal interest or a pecuniary interest, direct or indirect, in the Contract, any subcontract or assignment thereof, or in the proceeds thereof.

W. Contract Term. The term of any Provider Contract entered into by the OTIC shall be for a three (3) year period with the possibility of two (2), two (2) year renewal periods, which shall be based on the same rates, terms and conditions unless, by mutual agreement of the parties, modifications are made to the Contract. At least 180 days prior to the termination of the Initial Term or first Renewal Period, the Selected Provider shall provide notice of whether or not it desires to renew of the Contract and notice of any modifications proposed for incorporation during any renewal period.

X. Notices. For purposes of providing any written Notices required under the Contract: Notices to the Commission shall be provided in writing to: The Ohio Turnpike and Infrastructure Commission c/o the Deputy Executive Director / Director of Administration, 682 Prospect Street, Berea, Ohio 44017, with a copy to robin.carlin@ohioturnpike.org and an immediate telephone call to (440) 234-2081, ext. 1111.

PART VI
RFP ATTACHMENTS

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

Ethics Policy

Policy Statement

It is the policy of the Ohio Turnpike and Infrastructure Commission (“Commission”) to carry out its mission in accordance with the strictest ethical guidelines and to ensure that Commission members and employees conduct themselves in a manner that fosters public confidence in the integrity of the Commission, its processes, and its accomplishments.

General Standards of Ethical Conduct

Commission members and employees must, at all times, abide by protections to the public embodied in Ohio’s ethics laws, as found in Chapters 102 and 2921, of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. Members and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

A general summary of the restraints upon the conduct of all members and employees include, but are not limited to, those listed below. Members and employees shall not:

- Solicit anything of value from anyone doing business with the Commission;
- Accept anything of value from anyone doing business with the Commission;
- Solicit or accept employment from anyone doing business with the Commission, unless able to completely withdraw from Commission activity regarding the party offering employment, and the Commission approves the withdrawal;
- Use public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;
- Accept any form of compensation for personal services rendered on a matter before any state agency, or sell goods or services to any state agency, unless the official or employee qualifies for the exception, and files the statement, described in the Ethics Law;
- Hold or benefit from a contract with, authorized by, or approved by, the Commission, unless one of the exceptions in the Ethics Law and related statutes applies;
- Vote, authorize, recommend, or in any other way use his or her position to secure approval of a Commission contract (including employment or personal services)

in which the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;

- Use, or authorize the use of, his or her title, the name “Ohio Turnpike and Infrastructure Commission,” or “Commission,” or “OTIC,” or the Commission’s logo in a manner that suggests impropriety, favoritism, or bias by the Commission or the official or employee;
- Solicit or accept honoraria prohibited by the Ethics Law;
- Use or disclose confidential information protected by law, unless appropriately authorized; and
- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the Commission.

For purposes of this policy:

- “Anything of value” includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. “Value” means worth greater than de minimis or nominal.
- “Anyone doing business with the Commission” includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the Commission.

Financial Disclosure Statements

Every Commission member or employee required to file a financial disclosure statement by law, or Ethics Commission rule, must file a complete and accurate statement with the Ethics Commission by April 15 of each year. Any member or employee appointed or employed after February 15 shall file a statement within ninety days of appointment or employment.

Ethics Education

All Commission members and employees subject to the financial disclosure requirement must participate in the annual ethics education required pursuant to Executive Order 2011-03K, and some form of annual ethics instruction shall be provided to all Commission employees. In addition to participating in Executive Order training, the Ethics Commission sponsors educational sessions throughout Ohio.

Publication of the Commission's Ethics Policy

The Commission's Ethics Policy shall be published on the Commission's website, www.ohioturnpike.org. Persons, corporations or other parties seeking to conduct business with the Commission in amounts in excess of \$10,000 shall be provided with a copy of the policy and shall be required to acknowledge receipt of the policy in writing in a form to be prescribed by the Commission's General Counsel.

Assistance

The Ethics Commission is available to provide advice and assistance regarding the Ethics Law and related statutes. The Ethics Commission can be contacted at (614) 466-7090. The Ethics Commission's web site address is: www.ethics.state.oh.us. The Commission's General Counsel and counsel for the Governor's Office are available to answer questions involving this policy.

Penalties

Failure of any Commission official or employee to abide by this Ethics policy, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions under the law.

Changes

This policy may only be changed by majority vote of the Commission.

AFFIDAVIT

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

State of _____ }

}SS:

County of _____ }

The undersigned, being first duly sworn as provided by law, deposes and says:

1. Their name is _____

and they reside at _____ and the office

is at _____.

2. They make this affidavit with the knowledge and intent that it is to be filed with the Ohio Turnpike and Infrastructure Commission and with the expectation that it will be relied upon by said Commission in any consideration which it may give to, and any action which it may take with respect to the proposal or proposals referred to below in paragraph 4.

3. They make, and are authorized to make, this affidavit on behalf of _____

(Name of Corporation, Partnership, Etc.)

a _____
(Sole Proprietorship, Corporation, Partnership, Etc.)

formed under the laws of _____, of which

the undersigned is _____.

(Sole Owner, Partner, President, Etc.)

4. The matter with respect to which this affidavit is made is a proposal to the Ohio Turnpike and Infrastructure Commission submitted by the person, firm, or corporation named above in paragraph 3 pursuant to the Request for Proposals ("RFP") for Group Life and AD&D Benefits for which responses are due **August 6, 2015**.

5. Neither the undersigned, nor any person, firm or corporation named above in paragraph 3, nor anyone else to the knowledge of the undersigned, has employed anyone to solicit or secure affirmative or favorable action by the Commission with respect to the matter identified above in paragraph 4, except as follows:

(If there are no exceptions, insert "No Exceptions." If additional space is needed, use next page.)

None of the persons named above in this paragraph 5, if any (excepting any person regularly employed as a salesman under, and who will be paid for services in respect of the above-identified matter under, a regular schedule of commissions and serving in the usual course of the employer's business in soliciting such consideration or action by the Commission, and excepting also any person so soliciting in the normal course of their own established business as a broker or factor without promise or expectation of receiving other than the standard and normal fee, commission, or percentage), was employed under any agreement providing for a bonus, fee, commission, percentage, or other form of payment whatsoever which is in any way contingent upon the action to be taken by the Commission with respect to the matter identified above in paragraph 4.

6. Neither the undersigned nor any person, firm or corporation named above in paragraph 3 has any interest, direct or indirect, in any contract heretofore entered into with the Commission or in any proposal or bid for a contract with the Commission, on which action is pending, except the matter identified in paragraph 4 and except as follows:

(If there are no exceptions, insert "No Exception").

Insofar as affiant knows, no member of the Commission and no employee or agent of the Commission who is known by affiant to be such, has any interest, either direct or indirect, in the matter described above in paragraph 4.

7. Following are the full names and addresses of every person and company interested in the contract resulting from the RFP described in paragraph 4, above: (Attach and identify a supplemental sheet if additional space is required. Identify such sheet by a heading such as: "RFP for Group Life and AD&D Benefits." Supplement to (and part of) Paragraph 7 of the Affidavit").

(Responding Providers are informed that they are required by law to give the full name of every person and company interested in the contract resulting from RFP and that any failure to comply strictly with this requirement may invalidate a proposal. The names required include the full name of every subcontractor, and any other person and company with whom the Responding Provider is obligated to deal in the event that an award is made to them. This list need not include persons and companies from whom the Responding Provider has merely received quotations, if they have not committed themselves to use their materials or services or to enter into subcontracts with them, etc. It is also essential that the full names and addresses of all other persons and companies interested in the contract resulting from the RFP be set forth. If the Responding Provider is a partnership, it is not sufficient to set forth the company name, but the full names and addresses of all partners must also be set forth above.)

8. The RFP described above in paragraph 4 is genuine and not collusive or a sham; the person, firm, or corporation named above in paragraph 3 has not colluded, conspired, connived, or agreed, directly or indirectly, with any Responding Provider or person, corporation or other entity to submit a sham proposal, or that such other person, firm or corporation shall refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of any other Responding Provider, or to secure any advantage against the Commission or any person, firm or corporation interested in the proposed contract; all statements contained in said proposal are true; and, further neither the undersigned nor the person, firm, or corporation named above in paragraph 3, has, directly or indirectly submitted said proposal or the content thereof, or divulged information or data relative thereto, to any association, or to any member or agent thereof.

9. The Ohio Turnpike and Infrastructure Commission's Ethics Policy was received by the Responding Provider with the subject RFP; the Ethics Policy has been reviewed by the Provider's senior supervisory staff; the terms and conditions of the Policy are understood by the Provider; and the Provider agrees to comply with the Policy at all times during the business relationship with the Commission.

(Affiant)

Sworn to before me and subscribed in my presence this _____

day of _____, 20_____.

(Notary Public)

MINORITY AND DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Ohio Turnpike and Infrastructure Commission to attempt to ensure the fullest possible opportunity for participation of all firms, including firms owned and controlled by minorities and females, in the participation of contracts, leases, purchase orders and all forms of agreement where work, labor, services, supplies, equipment and materials, or any combination of the foregoing involves funds expended by or on behalf of the Ohio Turnpike and Infrastructure Commission.

Although no specific MBE/DBE participation goals has been identified for this RFP, the Commission expects respondents to use good faith efforts to ensure the fullest possible opportunity for firms owned and controlled by minorities and females or otherwise disadvantaged individuals to participate in the opportunities available under prospective contract. The Ohio Turnpike and Infrastructure Commission has certified firms as “Minority” and “Disadvantaged” Business Enterprises. A list of certified firms is available through the Ohio Turnpike and Infrastructure Commission’s website. Although MBE/DBE participation is not mandatory, good faith efforts are required. By submitting a Proposal, the respondents agree to demonstrate the good faith efforts that were utilized to achieve MBE/DBE participation levels that correspond with the availability of such firms in the market place.

DRUG FREE WORKPLACE POLICY

The Ohio Turnpike and Infrastructure Commission agrees it is of utmost importance for its consultants to maintain a drug free workplace. The OTIC therefore requires all contractors and subcontractors performing work for the Commission to have a drug free workplace policy that substantively fulfills the requirements for enrollment in the BWC Drug Free Safety Program.

The Responding Providers must submit Drug Free Workplace Policy plans that substantially conforms with the following:

- (1) Conveys full and fair disclosure of the employer's expectations that no employee be at work with alcohol or drugs in the employee's system, and specifies the consequences for violating the policy.
- (2) Imposes drug and alcohol tests on employees under the following conditions:
 - (i) Prior to an individual's employment or during an employee's probationary period for employment, which shall not exceed one hundred twenty days after the probationary period begins;
 - (ii) After an accident. For purposes of this division, "accident" has the meaning established in rules the administrator of workers' compensation adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on March 30, 2007.
 - (iv) When the employer has reasonable suspicion that an employee may be in violation of the employer's written substance use policy. For purposes of this division, "reasonable suspicion" has the meaning established in rules the administrator adopts pursuant to Chapters 4121. and 4123. of the Revised Code for the bureau's drug-free workplace program, as those rules exist on March 30, 2007.
 - (v) Prior to an employee returning to a work after the employee tested positive for drugs or alcohol.
- (3) Require all employees to receive training that increases awareness of and attempts to deter substance abuse and supplies information about employee assistance to deal with substance abuse problems.

CLIENT INFORMATION

LEGAL NAME: Ohio Turnpike and Infrastructure
Commission
Address: 682 Prospect Street
Berea, Ohio 44017

Correspondent Prior to Contract Award: Kevin Golick – Purchasing Manager
Phone: (440) 234-2081
Fax: (440) 234-0232
Email: kevin.golick@ohioturnpike.org

Correspondent After Contract Award: Robin Carlin – Deputy Executive Director /
Director of Administration
Phone: 440-234-2081
Fax: 440-243-5739
Email: robin.carline@ohioturnpike.org

Nature of Business: Toll Road

Division/Subsidiaries/Affiliates Covered: N/A

Effective Date: January 1, 2016 Plan Year – January

Number of Full Time Employees: 717

Carrier History (List Names and associated coverages for last four years)

<u>Company</u>	<u>Coverage</u>	<u>Dates</u>
The Hartford	Life / AD&D / Vol. Supp. Life	Jan. 2011 - Present

Contributory Basis: Employee – Yes (Voluntary Supplemental Life)

Consultant: Willis of Ohio, Inc.

Client Advocate: Doug Brown
1001 Lakeside Ave, Suite 1600
Cleveland, OH 44114

BENEFITS

See Cover Letter

FINANCIALS

See Cover Letter

COMMISSIONS

Proposed rates should be net of commissions.

**OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
QUESTIONNAIRE**

ACCOUNTABILITY AND MINIMUM QUALIFICATIONS

1. List three (3) clients of similar size, geographic and industry characteristics for which you are presently administering claims and indicate name, address and telephone information for possible reference contact (i.e. Responding Providers will be notified in advance if reference contact is needed).
2. Identify the local office that will be used for this plan, and the key account representative to whom all inquiries concerning your RFP response may be directed. (Include address, phone number, fax number and e-mail address.
3. Identify the location of the offices of the primary Account Executive responsible for the overall management of this plan.
4. Identify the team members who will be assigned to the account and please provide résumés of each person assigned. (Provide contact information for these individuals, including address, phone number, fax number and e-mail address)..
5. Will you underwrite the plan of benefits exactly as described? If not, describe specifically your variations.
6. Is your organization currently in litigation with any public sector clients? If so, please identify.
7. Does your organization have any outstanding liens or judgments involving public sector clients? If so, please identify.
8. Can your organization certify compliance with Ohio Revised Code Sections 102.03, 102.04 and 3517.13? (The Selected Provider will be required to certify with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law, and to affirm that, as applicable, no principal of the Selected Company nor the spouse of any principal, if any, has made, as an individual, any time during the previous two (2) calendar years, one (1) or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committee.
9. Please provide a copy of your latest audited financial statements. If such audited statements are not available for calendar year 2015, please provide the unaudited statements as well.
10. Indicate the length of time your organization has been in business, the jurisdiction in which it is incorporated and whether it is authorized to conduct business in the State of Ohio.

11. Indicate the amount of gross and net billings attributable to your organization for the past three (3) years.

THE ABOVE REQUESTS FOR INFORMATION ARE CONTINUING AND RESPONDENTS TO THE RFP ARE REQUIRED TO DISCLOSE ANY UPDATES TO THE RESPONSES PROVIDED AS THEY OCCUR.

UNDERWRITING
(RISK, RATES, FUNDING ALTERNATIVES) – GROUP LIFE, AD&D AND VOLUNTARY LIFE INSURANCE

1. When will renewal action be presented under the Contract?
2. Are you willing to provide guaranteed multiple year rates?
3. Are basic life benefits portable? What contingencies are available to port coverage for those employees on Disability Retirement?
4. If so, how do you determine portability rates?
5. Do you offer a conversion right?
6. Describe your Premium Waiver provision.
7. Do you provide Will preparation as part of your standard proposal?
8. Is financial counseling for beneficiaries part of your standard proposal?
9. Is an Employee Assistance Program part of your standard proposal?
10. What other value-add services are provided in your proposal (i.e. Funeral Planning, Estate Guidance Will Services, Benefit Assist Counseling Services and ID Theft Protection)?

**FORM CONTRACT FOR
GROUP LIFE, AD&D AND SUPPLEMENTAL VOLUNTARY LIFE BENEFITS**

**(TO BE EXECUTED ONLY AFTER AWARD – PROVIDED HERE FOR
INFORMATIONAL PURPOSES ONLY)**

This Contract is made and entered into the _____, 2015, by and between the Ohio Turnpike and Infrastructure Commission (the “Commission”), 682 Prospect Street, Berea, Ohio 44017, and _____, (the “Selected Provider”).

RECITALS

WHEREAS, the Commission conducted a Request for Proposal (“RFP”) process to select a Provider of Group Life, AD&D and Voluntary Life Benefits for its employees as more fully described in the RFP; and

WHEREAS, the Selected Provider submitted the Proposal deemed by the Commission deemed to be a good combination of service value and cost; and

WHEREAS, the Selected Provider is qualified and willing to provide the Group Life, AD&D and Supplemental Voluntary Life Plan Benefits, which is incorporated by reference as if fully rewritten herein, but which, due to its length, is not attached hereto as an Exhibit.

NOW THEREFORE, in consideration of the mutual promises, covenants and terms and conditions set forth in the RFP and the Selected Provider’s Proposal, the parties have entered into this Contract.

AGREEMENTS

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents shall consist of the following documents: The Form Contract; the RFP and any Exhibits thereto; the Selected Provider's Proposal; and all insurance certificates to be provided by the Selected Provider in accordance with the requirements of PART V, Section Q of the RFP.

ARTICLE 2 – SCOPE OF SERVICES

2.1 By executing this Agreement, the Commission accepts and Selected Provider agrees to be bound by Provider's Proposal ("Proposal"), attached as Exhibit "A," and the Commission's Request for Proposal ("RFP"), attached as Exhibit "B." In the event of any conflict between the scope of services contained in the Proposal and the RFP, the RFP shall control. A copy of the transmittal letter of the Proposal is attached as Exhibit "A-1." A copy of the transmittal letter of the RFP is attached as Exhibit "B-1." Due to their length, complete copies of the Proposal and the RFP are attached to the original of this Contract on file in the Commission's Department of Contracts Administration and are made a part of this Contract in the order of superiority designated in the RFP, except as changed or modified by any provisions of this Contract. The Commission engages the Selected Provider under the terms of the Contract as a provider of _____ Benefits.

ARTICLE 3 - TERM

3.1 Subject to the Terminations provisions set forth at PART V, Section P, the Contract shall have an initial term of three (3) years. The Commission may extend the Contract pursuant to the same rates, terms and conditions with mutually agreed upon modifications for up to two (2)

additional, two (2) year periods. At least 180 days prior to the termination of the Initial Term or first Renewal Period, the Selected Provider shall provide notice of whether or not it desires to renew of the Contract and notice of any modifications proposed for incorporation during any renewal period.

ARTICLE 4 – PAYMENTS

5.1 Payments to the Selected Provider shall be made in accordance with PART V, Section E of the RFP and the Selected Provider’s Cost Proposal (unless services are being provided on a voluntary basis).

ARTICLE 5 – ENTIRE CONTRACT

5.1 The Contract Documents embody the entire understanding of the Commission and the Selected Provider and form the basis of the Contract between the Commission and the Selected Provider. The Contract Documents shall be considered to be incorporated by reference into this Form Contract as if fully rewritten herein.

5.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

5.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

5.4 The Contract shall be binding on the Selected Provider and the Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Selected Provider without the prior written consent of the Commission.

ARTICLE 6 - EXECUTION

6.1 The Contract shall become binding and effective upon execution by the Commission.

ARTICLE 7 – ORIGINAL CONTRACT FORMS

7.1 This Form Contract has been executed in several counterparts, each of which shall constitute a complete original Form Contract that may be introduced in evidence or used for any other purpose without production of any other counterparts.

ARTICLE 8 - WARRANTY OF SIGNATORY

8.1 The undersigned signatory for the Selected Provider hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Selected Provider. This representation and warranty is made for the purpose of inducing the Commission to execute the Contract.

ARTICLE 9 – NOTICE

9.1 For purposes of providing any written Notices required under the Contract: Notices to the Commission shall be provided in writing c/o the Deputy Executive Director / Director of Administration, 682 Prospect Street, Berea, Ohio 44017, with a copy to

robin.carlin@ohioturnpike.org and an immediate follow up telephone call to (440) 234-2081, ext. 1111. Notices to the Selected Provider shall be provided in writing to:

_____.

Signifying their agreement with the foregoing, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION SELECTED PROVIDER**

_____	_____
EXECUTIVE DIRECTOR	(Name of Company)
_____	By: _____
_____	_____
(Date)	(Title)
_____	_____
(Date)	(Date)

APPROVED:

DIRECTOR OF CONTRACTS ADMINISTRATION

(Date)

**ACKNOWLEDGEMENT FOR GROUP LIFE, AD&D AND VOLUNTARY
SUPPLEMENTAL LIFE BENEFITS**

(To be Completed and Returned with the Responding Provider’s Proposal)

The undersigned, having full knowledge of the matter contained in the Request for Proposals (“RFP”) for Group Life and AD&D, proposes to serve as the Ohio Turnpike and Infrastructure Commission’s Provider of Group Life and AD&D Benefits with the terms and conditions outlined in the RFP, and the ensuing Contract that shall contain the agreed upon Cost Proposal.

The undersigned further agrees that, if awarded a Contract, the Selected Provider shall submit proper Certificates of Insurance and an executed Form Contract in accordance with the RFP within ten (10) days of written notification that the Commission has awarded a Contract to the Selected Provider.

The undersigned signatory for the Responding Provider represents and warrants that he or she possesses full and complete authority to submit this Proposal to the Ohio Turnpike and Infrastructure Commission and to enter into a Contract if its Proposal is accepted. The Selected Provider agrees to commence the work and providing services as required in the signed Contract, and to timely provide all services and benefits required pursuant to the RFP.

By: _____
(Name) (Title)

Business Entity Name: _____

State of Organization: _____

Date: _____

An authorized representative of the Responding Provider shall sign the **Acknowledgement Form** and in so doing shall set forth its correct corporate or other name. If the Proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, limited liability company, or joint venture, the name and post office address of each member of the partnership, limited liability company or joint venture must be shown. If made by a corporation, the Proposal must show the name of the state in which the corporation was chartered and the name and title of the officer or officers having authority under the charter or bylaws to sign the Contract. A Proposal signed by an agent must be accompanied by satisfactory evidence of his or her authority to sign such Proposal on behalf of the Responding Provider.

CONFIDENTIALITY AGREEMENT

Request for Proposals (RFP) for Group Life, AD&D and Voluntary Life Benefits
(This Statement must be signed and returned to the OTIC with the responding Provider's proposal.)

The undersigned, on the behalf of the Responding Provider identified below, agrees to maintain the confidentiality of any and all information that the Ohio Turnpike and Infrastructure Commission provides to the Responding Provider within or related to the RFP for Group Health Plan Benefits. It is understood that such information and documentation may only be shared with those employees or underwriters of the Responding Provider that are essential to providing a Proposal responsive to the RFP.

It is further understood that, in addition to constituting a material breach of this agreement and the representations made in accepting the RFP, the unauthorized release or publication of the confidential information or documentation provided to the Responding Provider during the RFP process shall be grounds for disqualification or termination of the Responding Provider.

Name(s)

Title(s)

Responding Provider

Address

Phone Numbers and Email Addresses

Date

**AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services**

This information is to be submitted as part of the response to the RFP.

Through the signature below, the Respondent affirms its understanding and commitment to abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Respondent and any of its subcontractors shall perform no services requested outside of the United States.

The Respondent shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Respondent will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address) (City, State, Zip)

2. Location where services will be performed by the Respondent:

(Address) (City, State, Zip)

3. Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

4. Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

OHIO TURNPIKE COMMISSION FORM CONTRACT

PROFESSIONAL CONSULTING SERVICES RELATED TO
EMPLOYEE GROUP HEALTH AND GROUP LIFE/AD&D INSURANCE
AND OTHER OPTIONAL COVERAGES

This Contract is made and entered into the 28th day of September, 2011, by and between the **OHIO TURNPIKE COMMISSION** (the “Commission”), 682 Prospect Street, Berea, Ohio 44017, and **WILLIS OF OHIO, INC.** (the “Selected Consultant”), 200 Public Square, Ste. 3760, Cleveland, Ohio 44114.

RECITALS

WHEREAS, the Commission conducted a Request for Proposal (“RFP”) process to select a Consultant to provide services related to the Commission’s Employee Group Health and Group Life/AD&D Insurance and other Optional Coverages as more fully described in the RFP; and

WHEREAS, the Selected Consultant submitted the Proposal deemed by the Commission to provide the best combination of service value and price; and

WHEREAS, the Selected Consultant is qualified and willing to provide the services as outlined in the RFP, which is incorporated by reference as if fully rewritten herein, but which, due to its length, is not attached hereto as an Exhibit.

NOW THEREFORE, in consideration of the mutual promises, covenants and terms and conditions set forth in the RFP and the Selected Consultant’s Proposal, the parties have entered into this Contract.

AGREEMENTS

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents shall consist of the following documents: The Form Contract; the RFP and any Exhibits thereto; the Selected Consultant's Proposal; and all insurance certificates to be provided by the Selected Consultant in accordance with the requirements of **PART XII, Section Q** of the RFP.

ARTICLE 2 – DESCRIPTION OF CONTRACT AND TERM

2.1 Subject to the terms and conditions hereof and the "Contract Documents" as defined herein, the Commission shall designate the Selected Consultant as its provider of Professional Consulting Services Related to Employee Group Health and Group Life/AD&D Insurance and other Optional Coverages.

2.2 Subject to the Terminations provisions set forth at **PART XII, Section P**, the Contract shall have an initial term of three (3) years. Pursuant to **PART VII** of the RFP, the Commission may extend the Contract pursuant to the same terms and conditions or upon terms and conditions mutually agreeable to the parties for one (1) additional two (2) year period.

ARTICLE 3 – PAYMENTS

3.1 Payments to the Selected Consultant shall be made in accordance with **PART XII, Section E** of the RFP and the Selected Consultant's Pricing Summary submitted in response to the RFP, which is attached incorporated by reference herein. The hours and rates reflected in the Pricing Summary shall be utilized by the Commission in reviewing and approving invoices submitted.

ARTICLE 4 – ENTIRE AGREEMENT

4.1 The Contract Documents embody the entire understanding of the Commission and the Selected Consultant and form the basis of the Contract between the Commission and the Selected Consultant. The Contract Documents shall be considered to be incorporated by reference into this Form Contract as if fully rewritten herein.

4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding upon the Selected Consultant and the Commission, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Selected Consultant without the prior written consent of the Commission.

ARTICLE 5 - EXECUTION

5.1 The Contract shall become binding and effective upon execution by the Commission.

ARTICLE 6 - ORIGINAL CONTRACT FORMS

6.1 This Form Contract has been executed in several counterparts, each of which shall constitute a complete original Form Contract that may be introduced in evidence or used for any other purpose without production of any other counterparts.

ARTICLE 7 - WARRANTY OF SIGNATORIES

7.1 The undersigned signatories for the Commission and the Selected Consultant hereby represent and warrant that each has full and complete authority to execute the Contract on behalf of their respective parties. This representation and warranty is made for the purpose of inducing both parties to execute the Contract.

ARTICLE 8 - NOTICE

8.1 For purposes of providing any written Notice required under the Contract: To the Commission, Notice shall be provided in writing to: the Director of Human Resources,

c/o The Ohio Turnpike Commission, 682 Prospect Street, Berea, Ohio 44017, Telephone (440) 234-2081, ext. 1111. For the Selected Consultant, Notice shall be provided in writing to: Douglas Brown, c/o Willis of Ohio, Inc., 200 Public Square, Ste. 3760, Cleveland, Ohio 44114, Telephone (216) 861-9100.

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

OHIO TURNPIKE COMMISSION

D. F. Castrigano

Daniel F. Castrigano

Interim Executive Director

(Title)

9/28/11
(Date)

SELECTED CONSULTANT

Willis of Ohio
(Name of Company)

By: *Douglas P. Brown*

SVP
(Title)

9/23/11
(Date)

APPROVED:

Kathleen Weiss
Director of Contracts Administration

9/28/11
(Date)

PART V - PRICING SUMMARY

RESPONDING CONSULTANTS MUST COMPLETE THIS FORM AND RETURN IT WITH THE RFP RESPONSE. Responding Consultants must submit the hourly rates required for the above-described services. The Commission prefers that any hourly rates quoted include all overhead costs, however, allowances for travel expenses will be made pursuant to the Commission's travel policy. Using the chart below, please also indicate a total estimated project cost for the tasks described in the first two (2) paragraphs of PART II of this RFP (identifying potential bidders, drafting the technical portion of the RFP, and assisting with the evaluation). Hourly rates must remain constant for all services provided during the term of the Contract.

Please list type of employee; i.e., partner, senior account manager, account representative, etc.

I. ANNUAL CONTRACTS ADMINISTRATION AND RENEWAL NEGOTIATION COSTS

<u>TYPE OF EMPLOYEE</u>	<u>ESTIMATED HOURS</u>	X	<u>HOURLY RATE</u>	=	<u>COST</u>
<u>Account Executive</u>	<u>15</u>		<u>\$220</u>		<u>\$3,300</u>
<u>Marketing Specialist</u>	<u>8</u>		<u>\$180</u>		<u>\$1,440</u>
<u>Client Manager</u>	<u>21</u>		<u>\$160</u>		<u>\$3,360</u>
TOTAL PERSONNEL COSTS					<u>\$8,100</u>
OTHER COSTS (EXPLAIN)					<u>\$0</u>
TOTAL COST FOR CONTRACTS ADMIN. AND RENEWAL NEGOTIATIONS					<u>\$8,100</u>

II. RFP PREPARATION AND EVALUATION COSTS

<u>TYPE OF EMPLOYEE</u>	<u>ESTIMATED HOURS</u>	X	<u>HOURLY RATE</u>	=	<u>COST</u>
<u>Account Executive</u>	<u>35</u>		<u>\$220</u>		<u>\$7,700</u>
<u>Marketing Specialist</u>	<u>71</u>		<u>\$180</u>		<u>\$12,780</u>
<u>Client Manager</u>	<u>15</u>		<u>\$160</u>		<u>\$2,400</u>
TOTAL PERSONNEL COSTS					<u>\$22,880</u>
OTHER COSTS (EXPLAIN)					<u>\$0</u>
TOTAL COST FOR RFP PROJECT					<u>\$22,880</u>