August 4, 2017

TO: Prospective Proposers

RE: Request for Quotation (RFQ)
   RFQ 17-20 Cobra Administration Services

The Greater Dayton Regional Transit Authority (RTA) is seeking to obtain proposals from firms interested in providing services for Cobra Administration Services. Your firm is invited to submit a proposal.

DBE Participation: It is the policy of the Department of Transportation (DOT) that DBE’s, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Although the DBE goal for this procurement is 0%, RTA welcomes DBE participation.

In order to be considered, please ensure that one (1) original and three (3) copies of your proposal are received by the undersigned no later than September 5, 2017 at 2:00 p.m. Proposals may be mailed, delivered or sent by delivery service addressed to the undersigned at Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, OH 45402. Please allow additional working days for the internal delivery of mailed proposals in addition to the U.S. Postal Service delivery.

The successful proposer will be offered a five (5) year blanket purchase order, effective on or about January 1, 2018. The award will be based on: qualifications and experience of firm and staff, schedule, competitiveness of price, and approach to the project, received from responsive and responsible proposers as determined by the RTA.

RTA reserves the right to reject any and all proposals submitted. Award of the contract will be made to the Proposer which, in the sole opinion of RTA Staff, best meets the needs of the Authority.

The successful proposer(s) will receive a blanket purchase order in accordance with the terms of the Request for Quotation. No written notification of the award will be sent.

A proposal may be withdrawn by personal, written, or telegraphic request received from the proposer prior to the scheduled opening date. No proposal may be withdrawn for a period of 60 days after the opening date.

Please Note: This RFQ and any addenda are available on the Procurement Department page of our website, http://proc.greaterdaytonrta.org. Please continue checking the website for any updates or addenda. If you have received this RFQ via email, all addenda will also be sent to you by the same method. However, if you accessed this RFQ from our website, we may not have you in our database. In order to ensure that you receive all updates and addenda, please contact JoAnn Oliver by phone at 937/425-8313 or email at joliver@greaterdaytonrta.org to be added to our database.

If you have any questions relating to this solicitation, please contact me by e-mail at jswisshelm@greaterdaytonrta.org. No phone calls please.

Sincerely,

Joe Swisshelm

Joe Swisshelm, C.P.M.
Senior Purchasing Agent

Attachment
Greater Dayton Regional Transit Authority

Scope of Work

COBRA ADMINISTRATOR

Vendor Responsibilities:

1. Review existing active COBRA continuee files for accuracy and compliance.

2. Provide introductory communication to active COBRA continues.


4. Provide range of services to include:
   - Initial notices to new employees.
   - Qualifying event notices.
   - Process election requests.
   - Provide premium coupons and instructions.
   - Notify qualified members of group coverage termination dates and COBRA benefit eligibility.
   - Collect premiums and remit to RTA.
   - Track and notify terminated employees of conversion rights.
   - Issue HIPAA notices if/when not done by medical insurance carrier.
   - HIPAA Portability Service.

5. Notify medical and dental vendors of eligibility status. Communication of adds/deletes/changes to carriers is vendor’s responsibility.

6. Provide open enrollment notification to active COBRA enrollees.

7. Provide detailed monthly reports of account to RTA.

8. Provide RTA evidence of TAMRA compliance.

9. Presently, RTA has approximately 600 insured employees. RTA has two (2) individuals enrolled in COBRA medical and one (1) individual enrolled in dental.

10. Provide RTA with billing invoice on a monthly basis.

11. Follow federal regulations and modify notices as necessary. Send copies of modifications and changes to RTA.

12. Notify RTA of staffing changes on account.
SPECIAL CONDITIONS

PROPOSAL SUBMISSION: Proposals submitted shall be inclusive of the following:

- Proposal Pricing Form
- Summary of Requirements
- Company Profile
- Identify account representative(s) that will be assigned to RTA, if awarded this order, and provide a description of his/her qualifications and assurance that he/she has adequate time to dedicate to the RTA account. In addition, identify the account representative’s back-up person and his/her qualifications.
- A brief summary of your approach to this project.
- Reference List: A minimum of three (3) current references from similar projects and a brief description of work performed. Include contact’s names, addresses, telephone numbers, fax numbers, and email addresses.
- **One original and three (3) copies** of the proposal shall be delivered to the undersigned.
- **Affirmative Action Assurance Plan:**
  
  **Affirmative Action Assurance Plan Approval Letter from the City of Dayton, Human Relations Council.**

All firms will be required to comply with all Equal Employment Opportunity laws and regulations and file with RTA’s DBE Officer, if requested, an Affirmative Action Assurance Plan, consistent with RTA's non-discriminatory policy, subject to RTA approval. All firms must submit with their proposal a letter from the City of Dayton’s Human Relations Council, stating that they have an approved Affirmative Action Assurance Plan (approvals are valid for a one-year period). Failure to furnish the letter from the City of Dayton’s Human Relations Council may be cause for rejection of your proposal. If a firm is not on the approved list, please contact the following office to obtain an application and submit a COPY of the completed application with your proposal:

City of Dayton, Ohio
Human Relations Council
371 W. Second Street
Dayton, OH 45402
(937) 333-1403

BASIS OF AWARD: The award will be based on qualifications and experience of firm and staff, schedule, competitiveness of price and approach to the project received from responsive and responsible Proposers as determined by the RTA. RTA reserves the right to select the Proposer, in the sole opinion of the RTA, best meets the needs of the Authority.

DURATION OF CONTRACT: The duration of the contract shall be for a period of Five (5) years.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five (5) years.
PRICE: The cost of the project shall be presented as a “FIRM” fixed price. The RTA desires pricing in the form of one all-inclusive sum.

PAYMENT TERMS: Payment will be made within 30 days after submission of activity reports with proper invoices or vouchers. Payment for services shall not exceed the quoted price.

TAX EXEMPT: The RTA is exempt from payment of all taxes, and taxes must not be included in the quoted price. Necessary exemption certificates shall be furnished to the successful bidder(s) upon request.

INDEMNIFICATIONS: The successful contractor shall indemnify and save harmless RTA, its trustees, officers and employees from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage, such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of Contractor’s employees and agents, except to the extent of liability imposed due to RTA’s own negligence.

NON-WAIVER BY ACCEPTANCE OF PAYMENT: Neither the acceptance by the RTA of any services, the payment by the RTA for any services, nor both acceptance and payment, shall be deemed to waive, compromise, or affect in any manner the liability of the Contractor for any breach of contract, of warranty or of both contract and warranty.

GREATER DAYTON REGIONAL TRANSIT AUTHORITY SUPPLIERS AND VENDORS INSURANCE REQUIREMENTS

The Vendor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

1. Workers Compensation and Employer’s Liability Insurance. Vendor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Vendor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or board must be provided with the certificate of insurance.

Vendor must also carry Employer’s Liability Insurance with minimum limits of $500,000 each accident; $500,000 for disease (per employee); and $500,000 for disease (policy limit). This policy must include Ohio "Stop Gap" coverage.

2. Commercial General Liability Insurance. Vendor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. RTA (including its directors, officers, employees and volunteers) must be named as an additional insured on the CGL for liability arising out of the acts or omissions of the Vendor, including coverage for liability arising out of products and completed operations. The coverage afforded to RTA shall be primary to any other insurance carried by the RTA, and the RTA’s coverage shall not contribute to any loss made pursuant to this coverage grant.
3. **Commercial Auto Liability Insurance.** Vendor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, with limits of not less than $1,000,000 combined single limit per accident for bodily injury and property damage. RTA shall be afforded coverage under this policy for any liability arising out of the acts or omissions of Vendor.

4. **Excess/Umbrella Insurance.** Vendor shall carry Commercial Excess or Umbrella Liability Insurance over the Commercial General Liability, Employer's Liability and Commercial Automobile Liability policies in the amount of $1,000,000 combined single limit. The Excess/Umbrella policy is subject to all requirements of the underlying policies as set forth herein.

5. **Pollution Liability Insurance.** If the Work under this Contract includes the transportation of hazardous substances (including but not limited to fuel and oil) to, from or about RTA's premises, and/or the disposal of such substances at a waste disposal site, Vendor shall purchase and maintain pollution liability coverage of at least $1,000,000 per occurrence. This policy shall cover property damage, bodily injury and cleanup/pollution remediation costs caused by a pollution event and otherwise excluded under Vendor's Commercial General Liability or Commercial Automobile Liability policy. RTA shall be afforded protection under this policy as an additional insured, including coverage for claims arising out of Vendor's products and completed operations.

6. **Aircraft/Watercraft Liability Insurance.** If the Vendor is using aircraft or watercraft in performance of the Work under this contract, Vendor shall disclose this to RTA prior to contract execution. Vendor shall carry aircraft and/or watercraft liability insurance, including coverage for non-owned and hired craft, and RTA shall determine the appropriate limits which must be carried by Vendor.

7. **Fidelity Bond/Crime.** If Vendor or its employees will be on the premises of RTA in connection with performance of the Work under this contract, Vendor shall carry no less than $100,000 in Third Party Crime Coverage for the benefit of the RTA in the event of theft or other intentional harm to RTA's property by Vendor's employees.

8. **Requirements common to all policies.**

   a. Vendor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of RTA as an additional insured on Vendor's policy. Any deductibles or self-insured retentions in excess of $5,000 must be disclosed and approved in writing by RTA.

   b. Vendor waives all rights of recovery it may otherwise have against RTA including its directors, officers, employees and volunteers) to the extent these damages are covered by any of Vendor’s insurance policies as required in this contract.

   c. All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best’s rating of A-/X and shall be licensed, admitted insurers authorized to do business in the state of Ohio.

   d. A certificate(s) of insurance showing that Vendor’s insurance coverages are in compliance with the insurance requirements set forth below must be completed by the Vendor’s
insurance agent, broker, or insurance company after the contract has been awarded. All certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to RTA prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference RTA's status as an additional insured with primary/noncontributory coverage under both the General Liability and Auto policies.

e. Failure of RTA to certificate(s) or other evidence of full compliance with these insurance requirements (or failure of RTA to identify and/or object to a deficiency in the certificate(s) that is/are provided by Vendor) shall not be construed as a waiver of Vendor’s obligations to maintain such insurance. RTA shall have the right, but no the obligation, to prohibit Vendor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by RTA. Vendor shall provide certified copies of all insurance policies required above within ten (10) days of written request from RTA.

f. By requiring insurance herein, RTA does not represent that coverage and limits will necessarily be adequate to protect Vendor, and such coverage limits shall not be deemed as a limitation on Vendor’s liability under the indemnities granted to RTA.

g. Any subcontractors engaged by Contractor to perform the Work shall comply with these insurance and indemnification provisions and shall provide primary/noncontributory coverage to RTA as set forth herein.
Proposal Evaluation and Selection Process

Evaluation Criteria

Significant criteria for evaluation and selection for the services indicated in the RFQ includes, but is not limited to the following, in descending order according to importance:

- Demonstrated Experience in administering Cobra programs
- Pricing
- References

Method of Award

A. The proposals will be evaluated by a Selection Committee established by the RTA. Proposals will be evaluated on the criteria noted above. The total evaluation points, as separately determined by each Selection Committee member will be added, and each proposer will be ranked in numerical sequence, from the highest to the lowest score.

B. RTA reserves the right to reject any or all proposals, to accept other than the lowest price, to negotiate separately with any source whatsoever, and to accept the proposal considered to be most advantageous to the RTA.

C. The RTA reserves the right to select the contractor(s) on the basis of proposals received without seeking further information or clarification from proposers.

D. Upon review of the proposals, the RTA staff will designate the most qualified proposers as finalists. These finalists may be invited to participate in a question and answer session (interview process) to clarify their proposal with the RTA Selection Committee members.

E. If interviews are held, the Selection Committee may re-evaluate the proposals of those firms.

F. An award may then be made to the proposer(s) that best meet the needs of the RTA.

G. Any matters concerning this procurement will be addressed directly to Joe Swisshelm, Greater Dayton Regional Transit Authority (RTA) at jswisshelm@greaterdaytonrta.org. The Selection Committee members are not to be contacted by any of the proposers regarding this Request for Quotation (RFQ).

H. If additional information or clarification is required from a proposer, they will be contacted directly.
Summary of Requirements

Summary of Quote Requirements

The Federal Third Party Contracting Clauses & Required Submittals may be accessed at the Greater Dayton Regional Transit Authority (RTA) procurement website at [http://proc.greaterdaytonrta.org](http://proc.greaterdaytonrta.org). On the top left of the screen, under Resources, click on RFQ Small Purchase Clauses & Submittals. In order for your quote to be considered, you must indicate below that you have read and will comply with the clauses that are marked as applicable to this RFQ.

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<tr>
<th>Required Clauses this Request for Quote</th>
<th>Please acknowledge you have read and comply.</th>
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<td>X Quote Form</td>
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<td>X Summary of Quote Requirements</td>
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<td>X No Obligation by Federal Government</td>
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<td>X Program Fraud and False or Fraudulent Statements or Related Acts</td>
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<td>X Audit and Inspection of Records</td>
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<td>X Federal Changes</td>
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<td>X Title VI, Civil Rights Act of 1964, Compliance</td>
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<td>X Americans with Disabilities Act (ADA)</td>
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<td>X Termination of Contract for Default</td>
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<td>X Termination for Convenience of the RTA</td>
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<td>X Disadvantaged Business Enterprise Participation</td>
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<td>X Incorporation of Federal Transit Administration (FTA) Terms</td>
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<td>X Debarment and Suspension</td>
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<td>X Cargo Preference – Use of United State Flag Vessels</td>
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<td>X Fly America</td>
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<td>X Davis-Bacon Act</td>
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<td>X Transit Employee Protective Provisions</td>
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<td>X Drug and Alcohol Rules</td>
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<td>X Patents – Copyrights – Trademarks</td>
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<td>X Energy Conservation</td>
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<td>X Certification of Contractor Regarding Debarment, Suspension, and other</td>
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Ineligibility and Voluntary Exclusion Form

Certification of Lower-Tier Participants (Subcontractors) regarding Debarment, Suspension, and other Ineligibility and Voluntary Exclusion Form

Affidavit of Contractor or Subcontractors – Prevailing Wages

SIGNATURE: ________________________________

NAME PRINTED: _______________________________________

TITLE: ______________________________________________

COMPANY: __________________________________________

DATE: _______________________________________________
Greater Dayton Regional Transit Authority

PROPOSAL PRICE FORM

YEAR ONE

Please provide a detailed list of all costs:

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<th>Year</th>
<th>Description</th>
<th>Cost</th>
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YEAR Two

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YEAR Three

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YEAR Four

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YEAR Five

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OFFER: By execution below, Proposer hereby offers to furnish the goods and/or services as indicated herein.

Name of Individual, Partner or Corporation

Address

City, State and Zip Code

E-mail Address

Telephone Number

Fax Number

Authorized Signature

Title

Date