RFQ GG000104

Title	**COBRA Administration Services**		
Preview Date		Open Date	**9/10/2026 9:29 AM**
Close Date	**10/14/2026 3:00 PM**	Award Date	
Time Zone	**Central Standard Time**		

Submit your response to the following contact.

Company	**Metropolitan Government of Nashville and Davidson County**
Buyer	**Grace Wichert**
Location	**PO Box 196301** **Nashville, TN 37219** **Davidson** **United States**
Phone	
Fax	
E-mail	**Grace.Wichert@nashville.gov**

When submitting your response, include the following information.

Your Company Name	
Company Site *(Optional)*	
Address	
Contact Details	
Response Valid Until *(Optional)*	

Table of Contents

1 Overview

1.1 General Information

Title	**COBRA Administration Services**		
Buyer	**Grace Wichert**	Outcome	**Contract Purchase Agreement**
E-Mail	**Grace.Wichert@nashville.gov**		

1.2 Schedule

Preview Date		Open Date	**9/10/2026 9:29 AM**
Close Date	**10/14/2026 3:00 PM**	Award Date	
Time Zone	**Central Standard Time**		

1.3 Negotiation Controls

Response Visibility	**Sealed**

1.4 Terms

Agreement Start Date		Agreement End Date	
Agreement Amount (USD)			
Payment Terms	**Net 30**	Freight Terms	**SUPPLIER PREPAID**
Shipping Method		FOB	**DELIVERY**
Negotiation Currency	**USD (US Dollar)**		
		Price Precision	**0**

2 Requirements

**Response is required*

Make sure to review the entire solicitation to gain an understanding of all the requirements and expectations prior to creating and submitting a response.

2.1 Section 1. RFP Solicitation (Selection) Method

1.

Request for Proposal

Pursuant to Metropolitan Code of Laws (M.C.L.) Section 4.12.040, this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro. Therefore, this solicitation will facilitate the entering into of contract (s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations.

The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee.

There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments.

Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers will not be considered except as required by law.

Any response to this solicitation is a formal waiver of any claims of confidentiality regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a Public Record after an award is made.

The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation.

Metro reserves the right to issue additional rounds as it deems necessary for the purposes of evaluation. Additional rounds may include, but not be limited to, Offeror interviews.

Metro reserves the right to make multiple awards for a contract if it is deemed in the best interest of Metro.

2.2 Section 2. Waiver Process

1. Pursuant to Metropolitan Code of Laws (M.C.L.) Section 4.48.115 (Conflicts with Previous Metro Projects), Non-Metro employees who provide services to the metropolitan government regarding the feasibility, cost, design, implementation, or legislative adoption of a particular matter are prohibited from subsequent participation in the procurement process or resultant contract(s) related to that particular matter.

   Any offeror who may meet the standard of MCL 4.48.115 must disclose this potential conflict to the buyer prior to the solicitation's deadline for questions. This disclosure must include reference to the offeror's prior work on the particular matter, including the specific project and prospective offerors' participation, and the timeframe services were rendered. If the offeror is requesting a waiver from MCL 4.48.115 this must be explicitly stated in the disclosure.

   Requests for a waiver will be reviewed by the Procurement Standards Board with final decisions published in the news items section of purchasing.nashville.gov

2.3 Section 3. Commodity Codes

1. This solicitation is being published under the following UNSPSC (United Nations Standard Products and Services Code) Commodity Codes:

   - 80000000 - Management and Business Professionals and Administrative Services
   - 80161500 - Management Support Services
   - 84130000 - Insurance and Retirement Services

2.4 Section 4. Timeline

1.

The following is the general, unofficial anticipated timeline for this solicitation. These dates represent a good faith effort, accurate at the time of publication. They are non-binding and subject to change. They are for informational purposes only and subsidiary to official dates/times contained elsewhere in the solicitation:

- 09/15/2026 - Solicitation Opens
- 09/22/2026 - Pre-Offer Meeting
- 09/23/2026 - Amendment #1 Published with Pre-Offer PowerPoint and Attendee List
- 09/24/2026 - Deadline to Submit Questions in iSupplier
- 10/06/2026 - Amendment #2 Published with Response to Online Discussion Questions
- 10/14/2026 - Solicitation Closes
- 10/15/2026 - Responsive Offers Provided to Evaluation Committee
- 10/28/2026 - Evaluation Committee Meeting
- 11/03/2026 - Intent to Award Issued
- 11/13/2026 - Protest Period Ends & Deadline for Awarded Supplier to Provide Outstanding Documents
- 11/18/2026 - Contract Sent to Awarded Supplier for Review
- 11/232026 - Contract Routes for Signature
- 12/09/2026 - Sourcing Process Complete

2.5 Section 5. Solicitation Objective

1. The objective of this solicitation is to enter into a five-year contract, anticipated to begin February 23, 2027.

2.6 Section 6. Scope Summary

1. The Metropolitan Government of Nashville and Davidson County (Metro) is seeking proposals for COBRA administration and compliance services as well as Direct/retiree billing of benefits services for the Human Resources Department.

   Services provided under the awarded contract will also cover employees of Metro Nashville Public Schools who are employed in non-certificated positions. Certificated employees are covered by a separate benefit plan.

2.7 Section 7. Scope Details

1. **Background**

   Metro currently has approximately 16,353 active employees, of which 15,178 are benefit-eligible with an annual employee turnover rate of 3.4%. As of July 1, 2026, Metro has 28 active COBRA continuants. COBRA election notices have been sent to 661 employees, with a total of 932 employees and dependents currently eligible to elect COBRA. Over the past twelve months, Metro has averaged approximately 50 COBRA qualifying event notices per month and five new enrollments per month.

Metro currently offers seven benefit plans through four insurance carriers. Medical coverage includes a self-funded PPO and HRA administered by Cigna. Dental coverage includes Flexible and Limited PPO plans administered by BCBS Dental. Vision coverage includes Basic and Enhanced plans administered through National Vision Administrators (NVA). Metro also offers a medical FSA administered through TASC. Eligibility information is currently provided to the COBRA administrator weekly.

Medical coverage is available at the single, employee plus child(ren), and family levels. Dental and vision coverages are available at the single and family levels.

Metro benefits terminate on the last day of the calendar month for employees, with COBRA coverage beginning the first day of the following month.

Metro also offers medical, dental, vision and life insurance to retired employees (retirees) and their dependents or survivors as well as former and/ or retired City Council members and their dependents or survivors. These members are billed directly for their required insurance contributions. As of July 1, 2026, there are 96 retirees and 46 current elected City Council members billed directly for their portion of insurance premiums.

Additional information regarding Metro's current COBRA administration and direct pay services is included in the COBRA Background document attached to this solicitation.

COBRA Administration

Contractor shall be responsible for collecting COBRA premiums from participants and submitting the applicable payment, including the administrative fees for the Cigna PPO and HRA medical plans, directly to all insurance carriers. Employees who elect COBRA coverage are required to pay 102% of the applicable monthly premium or premium equivalent.

Contractor shall submit a summary and detailed report monthly to Metro, which Metro shall use to reimburse Contractor for premiums paid to insurance carriers.

Metro shall prepare the Annual Enrollment Guide and rates for COBRA participants. Metro finalizes Annual Enrollment materials by August 1. Annual Enrollment typically occurs over a two-week period in early October, with coverage effective January 1 of the following year.

Contractor shall be responsible for distributing, including printing and mailing, the Annual Enrollment materials, providing participant election information to the applicable insurance carriers, processing elections and providing customer service.

Direct Pay Services

For most retirees, insurance premiums are deducted from their monthly pension check. Retirees whose pension payments are insufficient to cover their required contributions are billed directly.

Contractor shall provide direct pay billing and premium collection services for retirees and former City Council members.

Contractor shall provide participants the ability to make their payments online or through automatic deduction.

Contractor's responsibilities shall be limited to billing and collection of premiums. Metro Human Resources will continue to manage the enrollment and eligibility for these participants. Questions and issues on direct pay billing services will be coordinated with Metro's Finance-Payroll department.

Contractor shall adhere to the Direct Payment of Insurance Premiums Policy included as an attachment to this solicitation.

REPORTING REQUIREMENTS

Electronic Data Feed Requirements

Metro shall provide a weekly data carrier feed. Content and format to be established and agreed upon by both parties.

Metro currently provides four files in CSV format containing the following data:

1. Dependent data - Current list of eligible dependents including current elections.
2. Elections data - Current list of all active, benefit eligible employee elections
3. Employee data - Current list of all active, benefit- eligible employees
4. Termination data- List of employees with a current qualifying event

Metro shall transmit the weekly files to Contractor using SFTP encryption. Contractor must possess the capability to receive the files via SFTP and shall be responsible for maintaining a secure process for ongoing data transmission throughout the life of the contract.

Contractor shall store and maintain all data provided by Metro and shall comply with all applicable HIPAA and HITECH regulations.

Monthly Reporting Requirements

Contractor shall provide monthly reports to Metro detailing the following:

- Employees who experienced a qualifying event and were sent notifications
- Continuants who have elected COBRA coverage in the previous month and the elections made (medical, dental, vision and FSA.)
- Full list of active COBRA continuants including:
    - SSN
    - Address
    - Date COBRA coverage began
    - Date of expected COBRA termination
    - Elections made including applicable premium being collected
- Full list of retirees, City Council and other direct bill participants including:
    - SSN
    - Address
    - Premium being collected
- COBRA continuants terminated during the previous month including reason for termination (e.g., coverage expired, non-payment of premium)
- Date COBRA packets were mailed to eligible participants
- Date participant incurred a qualifying event
- Listing of all late notices, potential premiums waived and actual premiums waived

Metro's current Contractor provides the following reports. This list is provided for informational purposes to demonstrate Metro's current reporting practices:

- Plan Participation Report
- Annual Cobra Participation Report
- Annual Direct Bill Participation Report
- Annual Cobra Coverage Report
- Annual Direct Coverage Report
- Cobra Participation Report
- Pending Elections Report
- Waived Report
- Company Census Report
- User Activity Report
- Cobra Termination Report
- Elections and Terms Report
- QE Notice Date Report

Annual Reporting Requirements

Contractor shall provide Metro with an annual report in Excel or CSV file format containing the information necessary for Metro to prepare Form 1095-C. At minimum, the report should contain the following information:

- Name
- Address
- Months of COBRA medical plan coverage during the calendar year
- Dependents enrolled in COBRA medical plan coverage

Implementation and Transition

Contractor shall be responsible for implementation of the required services and shall ensure there is no interruption of services or loss of coverage to participants during implementation. Contractor shall also be responsible for assisting with the transition of services upon expiration or termination of the contract and shall ensure there is no interruption of services or access to the coverage for participants during the transition.

Attachments:

File Name or URL	Type	Description
COBRA Background.pdf	File	
Direct Payment of Insurance Pr	File	

2.8 Section 8. Equal Business Opportunity (EBO) Program Requirements

1. **EQUAL BUSINESS OPPORTUNITY (EBO) GOAL**
2. Pursuant to the Metro Code of Laws Section 4.46.060 B, no Equal Business Opportunity Program Goal is established for this solicitation.

2.9 Section 9. Insurance Requirements

1.

Insurance Requirements

Any offeror receiving an intent to award letter shall be **required** to provide a Certificate of Insurance within **seven (7) calendar days** of receiving the notification in order to proceed with award and execution of a contract.

The Description section must read as follows: **Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.**

In the Certificate Holder section it must read as follows: **Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.**

The following insurance(s) shall be required:

2.

- **General Liability Insurance** in the amount of one million ($1,000,000.00) dollars per occurrence and in the amount of two million ($2,000,000) in the aggregate.

3.

- **Automobile Liability Insurance** in the amount of one million ($1,000,000.00) dollars combined single limit.

4.

- **Worker's Compensation Insuranc**e with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee.

5.

- **Professional Liability Insurance** in the amount of one million ($1,000,000.00) dollars per occurrence and in the amount of two million ($2,000,000) in the aggregate.

6.

- **Cyber Liability Insurance** in the amount of four million ($4,000,000.00) dollars in the aggregate dollars.

7.

- **Technological Errors and Omissions Liability Insurance** in the amount of one million ($1,000,000.00) dollars per occurrence and in the amount of two million ($2,000,000) in the aggregate.

2.10 Section 10. Standard Solicitation Requirements

1.

Pre-Offer Meeting

A pre-offer meeting will be held for this solicitation on **Tuesday, September 22, 2026 at 11:30 AM Central Time.**

You **must** register in advance to provide the following information: your name, email address, phone number, and the name of the company you are representing by clicking on the following link.

https://nashville.webex.com/weblink/register/ra5dbc3d6905e181d5e5bff8d4455e4b6

Event Password: Metro

The contact information provided will generate on the Pre-Offer Attendee List if you attend the meeting.

You will receive a confirmation email invitation after you register with the information needed to participate in the Pre-Offer via Webex that will be added to your calendar. You may participate by click the Webex Link provided in the email confirmation from a computer, tablet, or smartphone.

If you have any issues with registering for the meeting, please contact the Buyer, Grace Wichert via telephone at (615) 880-3096 or email at Grace.Wichert@nashville.gov.

Metro urges all prospective offerors to attend planned pre-offer meetings.

2.

Inquiries

All inquiries must be submitted by **Thursday, September 24, 2026 no later than 3:00 PM Central Time** using the online discussions feature of the iSupplier system. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions. Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff.

You may contact Grace Wichert via telephone at (615) 880-3096 or email at Grace. Wichert@nashville.gov with questions regarding iSupplier or you may email iSupplier@nashville.gov (make sure to include your W-9 in email to iSupplier Team). All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct.

Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.

3.

Accurate Information

Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.

Extraneous Information

Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.

Minor Irregularities

Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract.

Ambiguity, Conflict or Other Errors in the Solicitation

Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.

If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment.

Validity of Offers

All offers shall be valid for a period of one-hundred and fifty (150) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner.

Offer and Presentation Costs

Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests.

Rejection of Offers

Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.

Americans with Disabilities Act

Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act (ADA) enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

Contractor Personnel Requirements

Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.

Unauthorized Work

The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro.

*4. Persons Suspended or Debarred from Procurement

Pursuant to Metro Code 4.36.020, a public list of suspended or debarred persons is maintained by the division of purchases (see link provided herein). Individuals appearing on said list may not be awarded a Metro contract.

Affirmation

Do you or any proposed subcontractors appear on the list of suspended or debarred persons?

Attachments:

File Name or URL	Type	Description
Suspended or Debarred Persons List	URL	

Target: No, neither I or any of my subcontractors appear on the list of suspended or debarred vendors.

Select one of the following:-

☐ a. No, neither I or any of my subcontractors appear on the list of suspended or debarred vendors.
☐ b. Yes, I or one of my subcontractors appear on the list of suspended or debarred vendors and I am non-responsive.

*5.

Subcontractors/Subconsultants

Offeror must enter ALL subcontractors/subconsultants/suppliers in the Subcontractor/Subconsultant Form (see attachments below) regardless of their ownership and attach back to the submitted response/quote. All proposed subcontractor/subconsultants and/or suppliers must be registered in iSupplier prior to the solicitation deadline. Offeror should identify those subcontractors/subconsultants and/or suppliers that are Small or Service-Disabled Veteran (SBE/SDV) owned, or those that are Minority or Woman owned as appropriate. All known subcontractors/subconsultants and/or suppliers who will perform a portion of this project must be listed. <u>If the prime is a Metro approved SBE/SDV, their self-performance participation should be reflected this subcontractor form.</u>

If no subcontractors/subconsultants are being proposed, then indicate such on the Subcontractor/Subconsultant Form and attach back to the submitted response/quote.

Failure to attach the Subcontractor/Subconsultant Form to your submitted response/quote may deem your offer non-responsive.

Attachments:

File Name or URL	Type	Description
Blank Subcontractor Form	File	

Target: Subconsultant Form is Attached

Select one of the following:-

☐ a. Subconsultant Form is Attached*(Response attachments are required)*
☐ b. No attachment and offer may be deemed non-responsive

*6. **Vendor Checklist**

Offeror must complete the vendor checklist (see attached below) and attach completed document back to the submitted response/quote. Information provided on the completed vendor checklist will be used to development the resulting outcome if issued an intent to award from the solicitation.

Failure to attach the completed Vendor Checklist to your submitted response/quote may deem your offer non-responsive.

Attachments:

File Name or URL	Type	Description
Blank Vendor Checklist	File	

Target: Attached Completed Vendor Checklist

Select one of the following:-

☐ a. Attached Completed Vendor Checklist*(Response attachments are required)*
☐ b. No attachment and offer may be deemed non-responsive

2.11 Section 11. Information Security Agreement

*1. Complete the Metro Information Security Agreement (MISA) Questionnaire attached to this solicitation. Attached the completed Metro Information Security Agreement (MISA) Questionnaire to your quote response. Using the attached MISA-Exhibit Selection Matrix, determine the applicable MISA Terms and Conditions from the MISA-Exhibits (attached herein) based on your company's completed MISA Questionnaire. The determined MISA Terms and Conditions to be included in the resulting contract, if awarded.

Failure to attach your completed MISA Questionnaire may result in your offer being deemed non-responsive.

Offeror must indicate acceptance of the applicable MISA Terms and Conditions. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and label it as MISA Terms and Conditions Exceptions.

Please note that if exceptions are not stated at this time, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations.

Attachments:

File Name or URL	Type	Description
MISA-Exhibit Selection Matrix	File	
MISA Terms and Conditions	File	
MISA Questionnaire	File	

Target: ISA Questionnaire Completed and Terms and Conditions Accepted

Select one of the following:-

☐ a. ISA Questionnaire Completed and Terms and Conditions Accepted*(Response attachments are required)*
☐ b. No, Offer is non-responsive

2.12 Section 12. Solicitation Acceptance

*1.

Offeror must indicate acceptance of the final version of this solicitation as amended. In the likely occurrence that an amendment is issued to the solicitation, you must accept the final amendment for your proposal to be accepted. When an amendment is published you will automatically be notified by the iSupplier system, but you are encouraged to regularly check the solicitation for an amendment. If you have submitted a proposal prior to an amendment, you must resubmit your proposal in response to the amendment to avoid failure to submit or a determination of non-responsiveness. This is required whether your offer is affected by the latest amendment or not.

Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation after the inquiry submittal date and time, their submission may be deemed nonresponsive.

Select one of the following:-

☐ a. Yes, Accept Solicitation as Presented
☐ b. No, Offer non-responsive

2.13 Section 13. Contract Acceptance

*1.

Offeror must indicate your acceptance or exceptions to the attached draft contract for this solicitation.

If any exceptions are taken, attach a redline word document reflecting the proposed changes as well as justification or explanation for the proposed change. Your response to this section should indicate if exceptions are taken and you should submit the redlined word document named Contract Exceptions back with your response.

If no exceptions to the contract are stated, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the rescind of the intent to award and offeror may be placed on suspended list.

If exceptions to the contract are stated and requested changes are unacceptable based on Metro's review, this may result in the rejection of the proposal as non-responsive.

Attachments:

File Name or URL	Type	Description
Draft Goods and Services Contr	File	

Target: Accept Contract as Presented

Select one of the following:-

☐ a. Accept Contract as Presented
☐ b. Attached exceptions taken of contract presented*(Response attachments are required)*

2.14 Section 14. Evaluation Criteria

1. **Evaluation Criteria Response Formatting**

All submitted proposals should include the following on every page as a header and/or footer:

- RFQ Number
- RFQ Title
- Proposer Name
- Evaluation Criteria Section Title
- Page Numbers

Each PDF document should be named the Evaluation Criteria Section Title as outlined in the solicitation. Make sure keep evaluation criteria PDF separate and do not combine together.

Metro strongly encourages you to submit question and response together for ease of review by evaluation committee.

NOTE: Cover Pages, Table of Contents, and/or Resumes are excluded from any page limited noted, if applicable.

*2.

COST (35 Points)

Unless otherwise noted within the solicitation or within the cost spreadsheet, Offeror must be able to provide all line items shown on the cost spreadsheet as outlined in the specification and solicitation requirements. A unit price must be entered for all line items. Each highlighted cell must be completed with an appropriate value to be evaluated. If a cell is left at $0.00 Metro will assume the item or service will be offered at no charge. An answer of N/A or Not Applicable is unacceptable and may deem your response as non-responsive.

Complete the yellow highlighted areas and return attached cost spreadsheet with quote response. The Total Evaluated Amount will be the amount used for the purpose of evaluation. Lowest Cost receives the maximum points, and the other offers are pro-rated

Metro reserves the right to procure more or less services during the lifetime of any agreement that may be issued as a result of this solicitation. It is the intent of the award(s) to maximize service coverage in Metro. Therefore, Metro may award to more than one firm if it is in the best interests of Metro.

Questions related to the Cost Spreadsheet should be submitted through the Online Discussion portal, per the Inquires section of the solicitation.

Offerors should not create their own bid form and/or make any modifications to non-requested cells within the bid form.

Offerors must submit the completed excel file named cost spreadsheet to your quote response.

Failure to provide a completed cost spreadsheet or follow these instructions may result in your offer being deemed non-responsive.

File should be attached as excel and be named Cost Spreadsheet.

Attachments:

File Name or URL	Type	Description
Cost Schedule.xlsx	File	

Target: Attached Completed Cost Spreadsheet

Select one of the following:-

☐ a. Attached Completed Cost Spreadsheet*(Response attachments are required)*
☐ b. No Attachment and may be deemed non-responsive

*3.

Experience, Qualifications and Service Capability (25 Points)

1. Describe the proposed team and the role to be performed by each team member. Include resumes for all managers, senior-level supervisors, and key personnel who will provide the required services, identify any subcontractors, and provide applicable licenses and certifications. Identify any personnel or units that will be dedicated to Metro's account and describe their experience supporting accounts of similar size and complexity.

2. What are the proposed team's organizational structure, interrelationships, and interactions?

3. Address your firm's financial health and credit rating and identify any areas of concern or limitations that Metro should consider.

4. Describe your firm's experience and qualifications providing COBRA administration, compliance, and direct/ retiree billing services. Include the number of years providing each service and the experience of your COBRA compliance department. Identify any subcontractors that will perform these services and describe their relevant experience and qualifications.

5. Provide three (3) examples of customers which are similar in size, scope and complexity as Metro for which your firm has provided COBRA administration services within the past two (2) years and three (3) examples of customers for which your firm has provided direct/ retiree billing services within the past two (2) years. Information provided for each client shall include the following:

- Client name
- Description of services provided
- Time period COBRA services, direct/retiree billing were provided by your organization to this customer
- Average number of COBRA, direct/retiree billing continuants served for this client

6. Provide the total number of clients your firm currently serves and identify how many are public entities and how many current or past clients are similar in size to Metro.

7. Describe your firm's process for addressing claims and penalties resulting from COBRA compliance failures determined to be your responsibility. Include how liability for these claims and penalties is managed.

8. On average, how many disputes or litigation attempts does your firm handle each month related to COBRA compliance failures? What is the typical timeframe for resolving these matters, and what corrective actions have been implemented as a result?

9. For your organization's book of COBRA administration business:

- What is the average time a COBRA continuant remains on COBRA?
- What is the average number of COBRA continuants per 1,000 eligible employees?

10. Describe in detail how your firm is structured to ensure timely delivery of the of the required services and prioritize Metro's needs.

11. Identify any delivery concerns you anticipate in performing the services outlined in the solicitation and describe how your firm proposes to mitigate those concerns.

12. Provide an annual enrollment timetable detailing specific activities, target dates, data requirements, and responsibilities necessary to meet Metro's Annual Enrollment schedule. Include the timeline for distribution of annual enrollment communications and any deadlines by which Metro must provide materials.

13. Provide a sample reporting package that conforms to the reporting requirements as outlined in the solicitation.

14. Provide the timeframe for turning around and sending out the initial COBRA notification packet after retrieving the electronic carrier feed.

15. Detail how your firm will provide Metro with an annual ACA report for the purposes of creating 1095-C forms, including the timeframe the report will be provided to Metro. Provide a sample of this annual report.

The file should be attached to your response in a PDF format and named Experience, Qualifications and Service Capability.

Target: Attached Experience, Qualifications and Service Capability PDF

Select one of the following:-

☐ a. Attached Experience, Qualifications and Service Capability PDF*(Response attachments are required)*
☐ b. No, and are non-responsive

*4.

Business Plan – (40 Points)

16. Describe your approach to implementation and transition of services. Detail any initial information that will be required from Metro for the implementation as well as how your firm will manage the takeover of existing COBRA continuants, including the timeline for assuming responsibility for active continuants and how your firm will coordinate with Metro's current administrator to ensure no lapse in participant coverage or notification obligations.

17. Describe your firm's practices and standard procedures for archiving forms and other information for a minimum of seven years, including how Metro's records will be maintained and made available in the event your firm ceases operations.

18. If archiving is outsourced to another organization, provide the name of the organization, the length of time your firm has used the organization and number of years performing work of similar size, scope, and complexity.

19. How will Metro be informed of changes to the archiving arrangement and/or procedures?

20. Provide information on the security measures in place to ensure archived data is not breached, copied, or shared without Metro's express consent.

21. Provide detailed information on any data breaches that have occurred within your firm or with any third party vendor responsible for archived data within the past five (5) years. Include the nature and scope of each breach, how affected parties were notified, the corrective or remediation actions taken, and measures implemented to prevent future occurrences

22. How does your firm notify participants of their COBRA rights and obligations? Provide examples of notifications.

23. Describe how the Qualifying Event notice shows what benefits the qualified beneficiary is eligible to receive. Provide examples of notifications.

24. How will Metro's life insurance Waiver of Premium notice and Conversion and Portability notice be included in the COBRA packets? Provide an example of the packet and where the Metro notifications will be included.

25. Describe how Qualifying Events are handled if the spouse/dependent lives at a different address from the continuant.

26. Describe your procedures for mail that is returned as "undeliverable".

27. Detail your firm's provision of monthly billing, collection, and the inclusion of return envelopes for premium payments.

28. Describe how your firm notifies participants of pending loss of coverage for non-payment. Provide samples of notifications or correspondence.

29. Provide your policy for premium reimbursement and timeline for making premium reimbursements to Metro.

30. Describe all forms of payment available to participants for premium payment.

31. Please describe your process of centralized billing and collection of premium from direct/retiree bills. Include how you monitor and track payment and provide sample reports.

32. Provide a detailed explanation of how Annual Enrollment materials for COBRA eligible participants and those in the waiting to elect status will be mailed.

33. Describe your firm's process for distributing Metro's Annual Enrollment materials and election forms to COBRA-eligible participants and participants in waiting to elect status.

34. Detail your firm's election processing procedures, including details about whether it is automated or manual.

35. Describe your firm's ability to allow elections via an online enrollment system and via an Interactive Voice Response (IVR) system.

36. Describe your firm's adjudication practices and processes to ensure elections and premium payments are valid and properly processed.

37. Describe any online systems, portals or tools available to Metro to check participant status.

38. Describe online systems, portals or tools available to participants to check their status and make and track their premium payments.

39. Describe how your firm will process all transactions and notify and work with Metro's insurance carriers to create and/or continue coverage for COBRA eligible participants.

40. Describe any online systems, portals, or tools available to make invoices available online for processing and payment.

41. Provide the timeframe for notifications to carriers regarding enrollment and terminations.

42. Describe any processes or procedures your firm has in place to verify eligibility and confirm that the participant does not have other coverage.

43. Describe how Metro will be notified of coverage termination dates. Provide examples of notifications.

44. Describe your firm's disaster recovery business interruption plan in case of fire, flood, tornado, civil disturbance or system failure.

The file should be attached to your response in a PDF and be named Business Plan.

Target: Attached Business Plan PDF

Select one of the following:-

☐ a. Attached Business Plan PDF*(Response attachments are required)*
☐ b. No, and are non-responsive

2.15 Section 15. Affidavits

*1.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. Section 4.28.020.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

- To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That the Covenant of Nondiscrimination is requirement to submit an offer and shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and shall be continuing in nature and shall remain in full force and effect without interruption.
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. Section 4.46.070.

Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, or disability when otherwise qualified in connection with any solicitation offer submitted to Metro or the performance of any contract resulting from;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible business enterprises;
3. In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make good faith efforts to solicit disadvantaged businesses (as defined in M.C.L. Section 4.46) to do business with this Company;
4. That the Covenant of Nondiscrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
5. That the Covenant of Nondiscrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and
6. That the failure of this Company to satisfactorily discharge any of the Covenant of Nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Metro to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due on a contract.

Should you decline this covenant, your firm/organization will not be allowed to submit an offer to the Metropolitan Government of Nashville and Davidson County.

Employment Requirement: Affiant affirms that Contractor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. Section 4.40.060.

Contingent or Brokerage Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. Section 4.48.080.

Iran Divestment Act: By submission of this offer and in response to the solicitation, offeror(s) and each person signing on behalf of offeror(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the offeror(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated Section 12-12-106 (Iran Divestment Act). Referenced website reflected in the attachment section herein.

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand ($500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

- Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
- Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or

email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
- Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. Section 2.230.020.

Boycott of Israel: Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand ($250,000) or more;
- Affiant has ten (10) or more employees.
-

Tennessee Procurement Protection Act: To the extent this procurement involves information and communication technology, Affiant certifies that the Offeror is not a foreign adversary company, as defined in Tenn. Code Ann. § 4-56-202, and is not knowingly selling or offering to sell to the Metropolitan Government of Nashville and Davidson County any final product or service of a foreign adversary company, in accordance with the Tennessee Procurement Protection Act, Tenn. Code Ann. §§ 4-56-201 et seq.

Procurement Code: Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

Attachments:

File Name or URL	Type	Description

Iran Divestment Act	URL	

Target: Yes, I so affirm to ALL Affidavits

Select one of the following:-

☐ a. Yes, I so affirm to ALL Affidavits
☐ b. No, and are non-responsive

2. ***And Further Affiant Sayeth Not:***

*3. Name of Company Officer and Title:
Target: Company Officer Name, Title

____

*4. Enter City, County, State, and Zip Code for Company Location
Target: City, County, State, Zip Code

____

*5. The provision of false information is a material breach.
Target: Acknowledge and Understand

Select one of the following:-

☐ a. Acknowledge and Understand
☐ b. Do not acknowledge and/or understand, Offer is non-responsive

6. *If the principal officer cannot so attest, the offer will be determined non-responsive.*