

REQUEST

FOR

PROPOSALS

EMPLOYEE GROUP INSURANCE COVERAGE

RFP NUMBER 24-0014

DUE DATE:

JULY 8, 2024

TRANSMITTAL LETTER

June 6, 2024

Dear Respondent,

The Memphis-Shelby County Airport Authority (Authority) is seeking a qualified Respondent to provide Employee Group Insurance Coverages for the Authority. This Request for Proposals (RFP) is under the direction of the Human Resources Department.

The Procurement Department is responsible for coordinating all communications between the Authority and Respondents. The RFP limits the manner, method, and type of communications that the Authority and Respondents may have once an RFP process is initiated to ensure that the process is fair and impartial. Please review the RFP carefully and abide by all required deadlines, dates, and terms.

All Respondents are hereby notified that all updates, addenda and additional information, if any, shall be posted to the Authority website www.flymemphis.com, and Respondents are responsible for checking the Authority website up to the time of the RFP submission deadline.

The Authority reserves the right to reject any or all responses to this RFP in whole or in part; to waive any informalities, technicalities, or omissions therein; and/or to cancel this process at any time. The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under this RFP, or for any other reason as determined by the Authority. Any such responses will be returned to the Respondent. All Respondents must use forms provided by the Authority.

No Respondent may withdraw an opened Response without the Authority's consent.

The Authority shall give a preference to businesses located in or near the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points/dollar-value of the proposal/bid received in relation to such valuation points/expenditures and pursuant to the terms and conditions that are outlined in the adopted policy as amended.

Should you have questions regarding this RFP, the RFP sets forth a process by which you may submit your questions and receive answers. Thank you for your participation in this process. We look forward to receiving your response.

Sincerely,

Kenneth Parrish, ACE
Director of Procurement
Memphis-Shelby County Airport Authority

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1. BACKGROUND

The Authority owns and operates Memphis International Airport (MEM), Charles Baker Airport and General DeWitt Spain Airport. Memphis International Airport is located in Shelby County about 13 miles southeast of downtown Memphis. Memphis International Airport is the principal air carrier airport serving west Tennessee, north Mississippi, southeast Missouri, and east Arkansas. Memphis International Airport is also the principal hub for FedEx, making MEM the world’s second busiest cargo airport and the single largest economic engine in the Mid-South.

The Airport is primarily an origin and destination (O&D) airport. MEM served a record 4.8 million passengers in 2023, an increase of 10% compared to 2022.

The Airport is located on 4,640 acres of land in the County and includes a terminal complex of approximately one million square feet, and four other buildings containing approximately 100,000 square feet, which are used by air carriers and all-cargo carriers as transfer facilities for cargo. These buildings are adjacent to the terminal complex and are separate from FedEx facilities that contain approximately 3.5 million square feet and occupy approximately 518 acres.

2. REQUEST FOR PROPOSALS TIMELINE, COMMUNICATIONS AND PROCESS

2.1 RFP Timeline

While this timeline sets forth important dates for this Request for Proposals (RFP) process, the entire RFP should be consulted for additional information and requirements concerning these deadlines. The schedule below is subject to change without liability to the Authority.

All times listed are Memphis, Tennessee Local Time (CST).

June 4, 2024	Publication of Legal Notice
June 6, 2024	Release of RFP Documents
June 17, 2024	Questions Due from Respondents by 4:30 p.m.
June 21, 2024	Questions and Answers posted on Authority website by 4:30 p.m.
July 8, 2024	Response Due to Authority by 2:00 p.m.
August 15, 2024	Anticipated Board Approval of the Award of Contract
September 1, 2024	Anticipated Contract Commencement Date

2.2 Communication with the Authority during this RFP

The Authority has designated Kenneth Parrish, ACE, Director of Procurement, to be responsible for coordinating communications between the Authority and Respondents. Respondents should direct all communications to the Procurement Department via email at Bids@flymemphis.com. Respondents are further advised that any communication, either verbally or in writing, direct or indirect, subsequent to the date of issuance of the RFP by a prospective Respondent or any of its owners, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority, except as provided in this section, is **strictly prohibited** and may be cause for disqualification of the prospective Respondent. The only exception to this requirement is for communications between prospective Respondents and the Authority's in-house and outside legal counsel to further client communications on pending matters that are not related to this RFP. This restriction on communication will govern until the RFP process has been completed and a contract has been fully executed for the for these services. Please note that the Authority prefers all communication to be in writing.

2.3 Addenda

All updates, addenda, and other information, if any, shall be posted to the Authority's website, www.flymemphis.com. Respondents are responsible for checking the Authority's website up to the time of the RFP submission deadline.

2.4 Questions Regarding RFP

Questions regarding this RFP must be submitted in written form via email to Kenneth Parris, ACE at Bids@flymemphis.com. Questions will be accepted until 4:30 PM, June 17, 2024. Answers will be provided by 4:30 p.m., June 21, 2024. Answers will only be posted on the website, www.flymemphis.com.

2.5 RFP and Response Submissions

A copy of this RFP will be distributed to prospective Respondents. This RFP also will be available on the Authority's website, www.flymemphis.com.

Respondents shall prepare responses in compliance with all the instructions outlined in this RFP, providing the requested information and returning the completed document to the Authority by the submission deadline.

All responses shall be sealed and clearly marked with the Respondent's name and address and the words "Employee Group Insurance Coverages" and "RFP Number 24-0014" on the outside of the envelope or container. The Respondent shall allow sufficient time to ensure receipt of the response. It is the sole responsibility of the Respondent to have the response delivered to the Authority at the address below before the closing hour and date given in this RFP.

Respondents should note that FedEx First Overnight® and UPS Next Day Air Early AM® shipments typically arrive before normal Authority business hours of 7:00 AM – 3:30 PM Local Time. Should you choose to ship by one of these methods, and your shipment arrives before the Authority's business hours, FedEx or UPS will not deliver the package until the following day. Any response tendered for delivery to the Authority must be in the Authority's possession prior to the opening date and time. Any delivery received after the submission deadline will be accepted and returned to the Bidder unopened.

Responses must be received at the address below **before 2:00 PM Local Time on July 8, 2024:**

Procurement Department
Memphis-Shelby County Airport Authority
4150 Louis Carruthers Drive
Memphis, Tennessee 38118
Attn: Request for Proposals, Employee Group Insurance Coverages,
RFP Number 24-0014

A listing of all proposers responding to Requests for Proposals and Requests for Qualifications will be posted to the Authority's website one (1) hour after the response deadline. Responses to Requests for Proposals and Requests for Qualifications will not be publicly published.

The Authority reserves the right to extend the opening date or time provided no RFP responses have been previously opened. Late responses will NOT be considered and will be returned to the Respondent unopened.

2.6 Rejection of Responses / Cancellation of RFP

The Authority reserves the right to reject any or all responses to this RFP, including but not limited to, any response that contains exceptions to the minimum requirements and/or specifications or fails to meet the minimum requirements and/or specifications in whole or in part. Responses containing terms and conditions other than those specified herein may be considered nonresponsive. Partial or incomplete responses may be rejected. The Authority reserves the right to reject responses or penalize Respondents who do not follow the requirements of the RFP and, likewise, to waive any informalities, technicalities, or omissions therein. Responses having any erasures or corrections shall be initialed in ink by the Respondent. Unsigned responses will be considered nonresponsive.

The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under any contract resulting from this RFP, or for any other reason as determined by the Authority. The Authority further reserves the right to cancel this RFP process at any time.

2.7 RFP to Bind Respondent

The response must contain the signature of a duly authorized officer of the Respondent with the legal right to bind the Respondent. All submitted responses shall be binding for a period of one hundred twenty (120) days from the response submission deadline.

2.8 Sole Responsibility

The successful Respondent, if any, shall assume responsibility for meeting all requirements agreed to in the response to this RFP.

2.9 Sole Contact

The Authority will consider the selected Respondent to be the sole point of contact regarding contractual matters and the payment of all charges resulting from Contract obligations. Upon Contract award, the selected Respondent will be directly responsible for all its subcontractors, if any, and the selected Respondent shall designate a project manager who will serve as the point of contact for the Authority for billing, additions, deletions, or any other requests or inquiries.

2.10 Response Modification or Withdrawal

Responses may be modified or withdrawn in writing prior to the deadline for RFP submission. After the submission deadline, no modifications will be accepted, and responses may only be withdrawn with the Authority's consent.

2.11 Response Costs

All costs incurred in preparing the response to this RFP, participating in this process, and negotiating with the Authority, whether a contract is awarded, shall be solely the responsibility of the Respondent. All materials and documents submitted by Respondents in response to this RFP become the property of the Authority and shall not be returned to the Respondents.

2.12 Protest

Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, *e.g.*, the opening of responses, the award, or a determination that a respondent is not responsible or that a response is not responsive.

Any protest must be delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time to be deemed to be received by the Authority as required under this Section. A protest must be submitted in hard copy and addressed as follows:

Memphis-Shelby County Airport Authority
Attention: Director of Procurement
4150 Louis Carruthers Drive
Memphis, Tennessee 38118

Any protest sent by telegraphic or facsimile transmission or by email or other electronic means will not meet the filing requirements set forth herein and will not be deemed to be received by the Authority.

No objections regarding the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject RFP.

3. RESPONDENT ASSURANCES

By submitting the RFP response and participating in this process, the Respondent asserts that he/she has read, understands and agrees to the terms and conditions contained in this RFP document and has full authority to submit the written and verbal responses on behalf of the entity for whom they are acting and that the information submitted to the Authority in the response is true, accurate and complete to the fullest extent possible and to the best of his/her knowledge and abilities. The Respondent further certifies:

3.1 No Hidden Parties

Response is genuine and that no other person, firm, or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm, or corporation making a response for the same work; and that it is in all respects fair as to each item proposed and to the response as a whole;

3.2 No Collusion in Any Form

Respondent has not sought by collusion or fraud to obtain any advantage over any other Respondent or over the Authority;

3.3 No Inducement to Submit False Proposals

Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal;

3.4 No Inducement to Refrain from Response

Respondent has not induced or solicited any other person, firm, or corporation to refrain from submitting a proposal;

3.5 No Financial Interest

No Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission is directly or indirectly interested herein, or in the furnishing of the service or doing the work to which it relates, or in any portion thereof. Respondent asserts that no Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission shall receive or has received any financial benefit arising out of this RFP or its Contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by Respondent for assistance in obtaining the Contract with the Authority must be fully disclosed to the Authority in writing.

3.6 No Contact

Respondent has not had any communications, either verbally or in writing, directly or indirectly, after the date of issuance of the RFP by any of its owners, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority. Respondent understands and agrees any communication except as provided in Section 2.2 of the RFP is strictly prohibited and may be cause for disqualification of the prospective Respondent.

3.7 Addenda

Respondent has reviewed and agrees to all Addenda, if applicable, posted by the Authority on its website, www.flymemphis.com, regarding this RFP. The information contained in all Addenda that may be issued shall become a part of this RFP and, to the extent specified, shall amend, and supersede the similar information in the original RFP document. All other terms, provisions, and conditions of the RFP shall remain unchanged.

4. STATE OF TENNESSEE PURCHASING PROVISIONS

Iran Divestment. By submission of a response, each bidder and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list [of persons engaging in investment activities in Iran] created pursuant to T.C.A. § 12-12-106.

No Boycott of Israel. Pursuant to T.C.A. § 12-4-119, by submission of a response, each respondent certifies that their company is not currently engaged in and will not for the duration of services herein engage in, a boycott of Israel.

5. BUY LOCAL INITIATIVES

The Authority shall give a preference to businesses with their principal place of business in the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points of the proposal that is received in relation to such valuation points and pursuant to the terms and conditions that are outlined in the adopted policy as amended. If applicable, the Authority may also give preference to businesses operating in the County of Shelby, State of Tennessee, or to businesses with their principal place of business in the Memphis, TN-MS-AR Metropolitan Statistical Area.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

6.1 Overview

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program¹ to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. Only firms that are certified consistent with 49 CFR Part 26 and the Tennessee Department of Transportation Unified Certification Program, as identified below, will be certified as a Disadvantaged Business Enterprise.

This section, entitled “Disadvantaged Business Enterprise Requirements” is provided to assist Respondents. The information contained in this section is not intended to supplement or amend any federal regulation. All Respondents are responsible for compliance with all applicable federal and Authority rules and requirements.

6.2 Disadvantaged Business Enterprise (DBE) Voluntary Form

We ask, but do not require, that each Respondent submit the following information with the response to this solicitation:

6.2.1 Voluntary Disclosure of Respondent Data

If submitted, the form provided in Section 14.1 must be completed by the respondent.

6.3 Definition of Socially and Economically Disadvantaged

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed two million forty-seven thousand dollars (\$2,047,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

¹ The Authority also operates a non-federal Business Diversity Development Program (BDDP). The Authority administers the BDDP Program according to federal regulations, primarily 49 CFR Part 26.

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- a. **Black Americans** which include persons having origins in any of the Black racial groups of Africa;
 - b. **Hispanic Americans** which include persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. **Native Americans** which include persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. **Asian-Pacific Americans** which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. **Subcontinent Asian Americans** which include persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. **Women**;
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

6.4 DBE Liaison Officer

For questions or information related to the DBE program, contact Regina Armstrong, the Senior Manager of Business Diversity Development at (901) 922-0255.

6.5 DBE Certification

The Authority is a certifying member of the Tennessee Department of Transportation Unified Certification Program (TNUCP). TNUCP is a cooperative of entities that are recipients of federal funds that have developed a “one-stop shop” for certification throughout the State of Tennessee. The Authority compiles a directory of firms who have met the TNUCP’s selection criteria for eligibility as a DBE, including 49 CFR Part 26. You can view the directory of certified firms at www.flymemphis.com or at www.tdot.tn.gov. In order to be considered as meeting the DBE goal for this Contract, each business wishing to participate as a DBE or a joint venture DBE, must be certified by a TNUCP certifying member in accordance with 49 CFR Part 26. Out of state firms may be granted reciprocity by a TNUCP certifying member with an existing certification from their home state. Unless a firm is certified by a TNUCP certifying member by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified by the time the responses are due.

6.6 Identification of Contract Goal and Requirements

For this Contract, the DBE goal is established as 0%. To be responsive, a Respondent must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a Respondent's DBE Assurance Statement proposes a DBE percentage less than the established goal, the Respondent must, at the time of making the response, submit appropriate documentation showing good faith efforts to meet the established goal. The Authority reserves the right to request additional documentation or information from Respondent regarding its DBE Assurance Statement and if applicable, any good faith efforts documentation. If the Authority enters a contract based on the Respondent's DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by the Authority will become a contractual requirement. If the Respondent's DBE Assurance Statement proposes to attain a DBE percentage higher than the established goal, the established goal will remain the contractual requirement.

Respondents shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Assurance Statement or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other Respondents. The DBE shall be free to provide their services to any number of Respondents. To ensure that all obligations under sub-contracts awarded to a DBE are met, the Authority will review the agreement between the Respondent and DBE, and Respondent's DBE involvement efforts during the performance of the Contract.

6.7 Good Faith Efforts Statement and Requirements

Respondents must either meet the DBE goal or make good faith efforts to meet the goal. Respondents who do not meet the goal must establish adequate good faith efforts by submitting documentation along with the Respondent DBE Goals Accomplishment Statement. This statement should show that they took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Respondent's DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a Respondent's efforts to obtain DBE participation and may be included in the Respondent DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the Contract. The Respondent must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.
- b. Selecting portions of the work to be performed by a DBE to increase the likelihood that the goals of the DBE will be achieved.
- c. Providing any interested DBE with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

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- d. Negotiating in good faith with any interested DBE. It is the Respondent's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation.
 - e. Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 - f. Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - g. Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of any DBE.

For each DBE listed as a regular dealer or distributor the Authority will make a preliminary counting determination to assess the DBE's eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3) under the contract at issue. The Authority's preliminary determination shall be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the Authority is required to make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

If a Respondent has not met the DBE goal and submits Respondent DBE Goals Accomplishment Statement and documentation, the Respondent should summarize in detail all good faith efforts taken by the Respondent, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the Respondent should submit documentation to support its good faith efforts at the time of the Response submission, the Authority may ask questions of Respondent or request additional documentation after review of Respondent's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, Respondent understands and agrees that the determination of whether Respondent has met the DBE goal or established good faith efforts to meet the goal is a judgment call that the Authority will make.

6.8 Counting DBE Participation

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, specifically 26.55. When the Respondent completes an Assurance Statement, the Respondent must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation that should be counted

toward meeting the goal. If you have any questions about counting, we strongly urge you to consult 49 CFR Part 26. The following may be helpful to you in counting DBE participation and in determining which sections of Part 26.55 you need to review in more detail:

- i. a. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. a. When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(4) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(5) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(6) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

- b. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

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- c. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. For the definition and explanation of a commercially useful function see 49 CFR Part 26.55(c).
 - d. To determine whether a DBE trucking company is performing a commercially useful function see 49 CFR Part 26.55(d).
 - e. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in 49 CFR Part 26.55(e). Please note that materials or supplies obtained from a DBE manufacturer are counted differently toward DBE goals than a DBE regular dealer. It is imperative that the bidder consult federal regulations for counting differences.
 - f. If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 Subpart D at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(i).
 - g. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
 - h. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

6.9 Administrative Reconsideration

Within 5 business days of being informed by the Authority that it is not responsive because it has not documented sufficient good faith efforts, a Respondent may request administrative reconsideration. Respondent should make this request in writing to the following reconsideration official: Terry Blue, President and CEO, Memphis Shelby County Airport Authority, 2491 Winchester Road, Suite 113, Memphis, Tennessee 38116, (901) 922-8000, tblue@flymemphis.com. The reconsideration official will not have played any role in the original determination that the Respondent did not document sufficient good faith efforts.

As part of this reconsideration, the Respondent will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The Authority will send the Respondent a written decision on reconsideration, explaining the basis for finding that the Respondent did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

6.10 Sanctions for Non-Compliance²

In case of the Respondent's non-compliance with DBE requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, the Authority shall impose such Contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a. Withholding of payments to the Respondent under the Contract until the Respondent complies; and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part; and/or
- c. Assessing sanctions; and/or
- d. Payment by the Respondent to the Authority of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation, which dollar value shall be considered liquidated damages if the Authority determines that Respondent failed to make good faith efforts in meeting the Contract's DBE goal.

6.11 Contract Assurance (49 CFR Part 26.13)

The successful Respondent, any successful subrecipient or successful subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this prime contract. The successful Respondent shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

6.12 Prompt Payment / Retainage

The successful Respondent agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the successful Respondent receives from MSCAA. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the MSCAA. When MSCAA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. Any delay or postponement of payment from the above

² The Authority applies Sanctions for Non-Compliance to its BDDP.

referenced timeframe may occur only for good cause following written approval of the MSCAA. This clause applies to both DBE and non-DBE subcontractors.

Retainage will not be withheld on this project. No retainage will be withheld by MSCAA from progress payments due the successful Respondent. Retainage by the successful Respondent or subcontractors is prohibited, and no retainage will be held by the successful Respondent from progress payments due to subcontractors.

6.13 Termination of DBE Subcontracts

The successful Respondent must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of Authority. This includes, but is not limited to, instances in which the successful Respondent seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The successful Respondent shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent as provided in 49 CFR §26.53(f). Unless prior written consent is provided pursuant to 49 CFR §26.53(f), the successful Respondent shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the successful Respondent has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The successful Respondent must give the DBE five days to respond to the successful Respondent's notice. In response, the DBE must advise the Authority and the successful Respondent of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to reward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements

6.14 49 CFR Part 26

The Respondent shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of Authority contracts. Respondent agrees to provide all its subcontractors and

suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Disadvantaged Business Enterprise (DBE) Requirements** of the Contract to all those who provide supplies or work related to the Contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to the Contract.

7. TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunities to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

8. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance with the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9. TERMS OF PERFORMANCE

The Authority will contract with a single Respondent to provide services under the direction of the Authority's Human Resources Department, as outlined in the Scope of Services in this RFP.

9.1 Contract Negotiations and Contract Form

One Respondent will be selected for contract negotiations in accordance with Section 12.4. Realizing that the final basis for the agreement between the successful Respondent and the Authority must be a contract, Respondents shall indicate their willingness to negotiate a Contract acceptable to both Parties. This RFP and specified portions of the successful Respondent's response shall be incorporated into this Contract. The successful Respondent shall be required to draw up a written contract with the Authority. The Authority will not execute the successful Respondent's standard contract.

9.2 Cancellation

Should the successful Respondent fail to meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the remainder of the contract term to the next qualified Respondent. If the Contract is cancelled, all materials provided to Contractor shall be returned to the Authority.

9.3 Term of Contract

The initial term of this Contract shall be for a period of three (3) years commencing on the start date of the Contract (Contract Term). The Authority, in its sole discretion, reserves the option to extend the Contract Term for five (5) additional periods of one (1) year each (Renewal Terms) by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term. At the sole option of the Authority, the Contract may be extended beyond the three (3) Renewal Terms. The Contract shall be amended to reflect any negotiated and agreed upon Compensation for any such extension of this Contract.

9.4 Convenience Termination of Contract

The Authority may, at any time upon thirty (30) days written notice to successful Respondent specifying the effective date of termination, terminate the Contract, in whole or in part, when the Authority deems it to be in the Authority's best interests.

9.5 Payment and Billing Requirements

- **Invoice Submittal**

Invoices for payments related to the services rendered under the Contract shall be presented at the completion of each task as described below. Payment will be made only for correct invoices presented with a complete itemization of the services rendered. Incorrect invoices will be returned for correction, unpaid. All invoices must include the contract number and/or the purchase order number. The successful Respondent must email the invoice to the email address below:

Finance Department - acctpayable@flymemphis.com

- **Payment Terms**

The Authority shall use its best efforts to pay invoices within the next thirty (30) days from the receipt of a correct invoice.

- **Taxes**

The Authority is exempt from Local, State, and Federal taxes. Tax certificates will be issued to the successful Respondent.

10. SCOPE OF SERVICES

The Authority is requesting proposals from Respondents for employee dental insurance, vision insurance, short-term disability insurance (new plan offering), long-term disability insurance, and flexible spending account administration. Services may be bundled or bid separately. Please see Exhibit A for more detailed information.

Objectives:

-
- Competitiveness in benefit coverage and pricing to continue to retain and attract employees
 - Balance between excellent customer service and cost effectiveness
 - Administrative flexibility to meet The Authority’s plan needs
 - Minimum disruption to network coverage – **please provide a provider disruption report**
 - The Authority requires a high level of customer service for its employees and the Human Resources Team
 - The Authority also requires a high level of professionalism with the vendor’s customer services and account management team so that the correct benefits information is provided the first time

11. RESPONSE STRUCTURE

It is not the intent of the Authority to restrict response preparation; however, to enable the Authority to evaluate each response in a uniform manner, all Respondents shall structure their response by submitting one (1) electronic version on a flash drive, to include data in Excel format as requested on the response questionnaire, one (1) copy marked “Original”, and two (2) copies marked “Copy” of the response in three-ring binders with marked reference tabs containing the additional data requested and the forms provided in Sections 13 below. **Submit data as requested in the following sections:**

11.1 Table of Contents

Respondent shall submit a Table of Contents outlining the response and shall include the tabs listed below.

11.2 Tab A – Company Information

Submitted under Tab A – Company Information, Respondent shall provide a brief company description, history, and financial status. In addition, Respondent must submit the requested information on the Respondent Information Form found in Section 13.1 below.

11.3 Tab B – DBE Inclusion

Discuss the ability and the intent of your firm to include DBE participation for this Contract. Respondent shall also include in this tab all required DBE documents/forms as stated in Section 6 above.

11.4 Tab C – Sample Contract

Please include your company’s sample contract. The sample contract should represent the contract that will be executed upon award of this RFP. Please note that as a government agency receiving federal funds, there is certain language that must be included in all contracts executed by the Authority. This language includes, but is not limited to, general Civil Rights information, Civil Rights Title VI Assurances, Federal Fair Labor Standards Act, Occupational Safety and Health Act verbiage, and FAA “Required Provisions for Airport Improvement Program and for Obligated

Sponsors”. If the required language is not included in your standard contract, it must be added as an addendum.

11.5 Tab D – Completed Questionnaire(s)

Please include your company’s completed questionnaire(s) for the services you are proposing. Responses must include an electronic version (flash drive) of the questionnaire included in Exhibit A of the RFP document.

12. AWARD

12.1 Solicitation

Responses are solicited from all companies that wish to be considered for the services outlined in this Request for Proposals document. The Authority will make its selection from the information contained in the responses to the Request for Proposals submitted by the due date. All parties are encouraged to respond in depth with statements containing specific experience and qualifications related to this RFP in the format described herein.

12.2 Evaluation Criteria

The following criteria, although not exhaustive, may be used in the evaluation. The Authority reserves the right to change or modify the criteria. The following list in alphabetical order illustrates some of the criteria that may be used in the evaluation process.

- **Ability to meet the requested plan design specifications**
- **Administrative services provided**
- **Cost**
- **Information included in the completed Rate and Benefit Proposal Forms and Questionnaires**
- **References**
- **Renewal rate guarantees**

12.3 Final Selection

Once the oral presentations have been completed, those Respondents will be ranked, and the ranking approved by the Authority’s Board of Commissioners. Subsequently, the Authority staff will attempt to contract with the number-one-ranked firm. If negotiations are successful, the selected firm shall be recommended to the President for final approval. If an appropriate Contract cannot be negotiated with the first choice, negotiations shall be terminated, and the second ranked firm may be contracted. This may continue until successful negotiations have been concluded or it is determined that it is in the Authority’s best interest to cease negotiations and/or issue a new RFP.

12.4 The Authority's Right to No Award or Partial Award

Award will be made to the best qualified, responsive Respondent, if awarded. The Authority reserves the right to reject all responses, reject portions of any response, or accept the response deemed most advantageous to the Authority.

12.5 Cancellation

Should the successful Respondent fail to execute or meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the Contract to the next most qualified, responsive Respondent.

12.6 Anticipated Contract Date

The Authority anticipates the commencement date of the Contract to be September 1, 2024.



13. REQUEST FOR PROPOSALS FORMS

13.1 Respondent Information Form (Required)

If Respondent is an INDIVIDUAL, fill out the following:

Individual's name: _____

If Respondent is a PARTNERSHIP, fill out the following:

Partner Name:

Partner Address:

_____	_____
_____	_____
_____	_____
_____	_____

If Respondent is a CORPORATION, fill out the following:

NAME OF CORPORATION PRESIDENT: _____

NAME OF CORPORATION SECRETARY: _____

All Respondents fill out the following:

NAME OF COMPANY: _____

PRINCIPAL BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

LOCAL STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

FEDERAL TAX ID #: _____

TELEPHONE NUMBER: _____ CELL NUMBER: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

SIGNATURE OF RESPONDENT: _____

14. DBE FORMS

14.1 Voluntary Disclosure of Respondent Data (Voluntary)

Do **not** submit this form on company letterhead

<u>VOLUNTARY DISCLOSURE OF RESPONDENT DATA</u>		
For Title VI Compliance, the Authority asks for <u>voluntary disclosure</u> of the following information:		
Gender:	Male	_____
	Female	_____
Race:	Caucasian	_____
	Black American	_____
	Hispanic American	_____
	Native American	_____
	Subcontinent Asian American	_____
	Asian-Pacific American	_____
	Other (please specify)	_____

Attachment 1:
WTW and Memphis Shelby County Airport Authority
Client's Terms and Conditions

1. **VENDOR ASSURANCES- NO FINANCIAL INTEREST:** No Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission is directly or indirectly interested herein, or in the furnishing of the service or doing the work to which it relates; or in any portion thereof. WTW asserts that no Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission shall receive or has received any financial benefit arising out of this SOW and MSA, either directly or indirectly. Further, any fees paid to any person or entity by WTW for assistance in obtaining the MSA and SOW with the Authority must be fully disclosed to the Authority in writing.
2. **NONDISCRIMINATION IN EMPLOYMENT:** WTW affirms that by its employment policies, 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, color, national origin, age or sex; and it is not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities.

3. FEDERAL AVIATION ADMINISTRATION (FAA) MANDATED PROVISIONS

Federal Laws and regulations require that recipients of federal assistance include contract provisions in certain contracts without modification. The provisions in this section apply to this MSA and SOW. WTW ("Contractor") shall incorporate the applicable provisions, as indicated in this section, in all of the subcontracts that it enters into for work to be performed related to this SOW or MSA.

- a. **GENERAL CIVIL RIGHTS PROVISIONS:** The Contractor and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

- b. **TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
 - (1) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
 - (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or


indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - (4) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
 - (6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Sponsor to enter into any litigation to protect the interests of Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- c. **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES.**
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - (2) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - (5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- (6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - (7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - (9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non- discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - (12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et. seq).
- d. **FEDERAL FAIR LABOR STANDARDS ACT:** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- e. **OCCUPATIONAL SAFETY AND HEALTH ACT:** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Signed by and on behalf of:

Willis Towers Watson Southeast, Inc.

DocuSigned by:

By: .. E18C4D08AD6A4E2.....

Ludovino Diaz
Print name:

Market Leader
Print title:

.....
3/1/2024
Date:

**15. Accepted and agreed on behalf of:
Memphis Shelby County Airport Authority**

Approved as to Form and Legality
DocuSigned by:
By: Amber Floyd
76498DBB81974E6...

Print name: **Amber Floyd**

Print title: **General Counsel**

3/7/2024
Date:

DocuSigned by:
By: Terry Blue, A.A.E.
A798E40BB33C4E1...

Print name: **Terry Blue, A.A.E**

Print title: **President / CEO**

3/1/2024
Date:

EXHIBIT A

RFP Qualitative Questions - Dental

RATING QUESTIONS

	Response	Explanation, if applicable
Please identify any discounts you will provide for bundling multiple products.	100 words.	50 words. N/A ok.
Please outline your thresholds (if applicable), if any, for recalculation of rates, reserves and retention (e.g., enrollment change of greater than 15%).	100 words.	50 words. N/A ok.
What is the proposed fee guarantee period?	50 words.	50 words. N/A ok.
Are there any minimim participation restrictions?	50 words.	50 words. N/A ok.
What are your employer contribution requirements?	50 words.	50 words. N/A ok.

CLAIMS AND MEMBER SERVICES

	Response	Explanation, if applicable
Please list your customer service hours.	100 words.	50 words. N/A ok.
During business hours, are phone calls answered via IVR or a live representative?		50 words. N/A ok.
Describe how employees can receive after-hour support.	100 words.	50 words. N/A ok.
Please list the services available to employees via self-service website.	100 words.	50 words. N/A ok.
Is your website mobile-friendly and/or is a mobile app available for members?		50 words. N/A ok.
What capabilities do employers have via your website? Can they make real-time eligibility changes/updates?	100 words.	50 words. N/A ok.
From what office will claims be paid?	100 words.	50 words. N/A ok.
Do you provide printed ID cards?		50 words. N/A ok.
Do you have a self-service online reporting system?		50 words. N/A ok.
Will WTW have access to this reporting system, pending client approval?		50 words. N/A ok.
Can you provide bills/invoices in both electronic and paper formats?		50 words. N/A ok.
Please describe the grace period for late payments.	100 words.	50 words. N/A ok.

DESIGN QUESTIONS

	Response	Explanation, if applicable
Do you recommend any changes or modernizations to the requested plan design(s)?		50 words. N/A ok.
Please describe your standard elapsed time requirement between covered oral examinations.	100 words.	50 words. N/A ok.
Is there a standard age limit or frequency limit for covered fluoride treatments?		50 words. N/A ok.
Is there a standard age limit or frequency limit for x-rays that varies from the requested design?		50 words. N/A ok.
Please list any other frequency or age limiations that would apply.	100 words.	50 words. N/A ok.

RFP Qualitative Questions - Vision		
RATING QUESTIONS		
	Response	Explanation, if applicable
Please identify any discounts you will provide for bundling multiple products.	100 words.	50 words. N/A ok.
Please outline your thresholds (if applicable), if any, for recalculation of rates, reserves and retention (e.g., enrollment change of greater than 15%).	100 words.	50 words. N/A ok.
What is the proposed fee guarantee period?	50 words.	50 words. N/A ok.
Are there any minimum participation restrictions?	50 words.	50 words. N/A ok.
What are your employer contribution requirements?	50 words.	50 words. N/A ok.
CLAIMS AND MEMBER SERVICES		
	Response	Explanation, if applicable
Please list your customer service hours.	100 words.	50 words. N/A ok.
During business hours, are phone calls answered via IVR or a live representative?		50 words. N/A ok.
Describe how employees can receive after-hour support.	100 words.	50 words. N/A ok.
Please list the services available to employees via self-service website.	100 words.	50 words. N/A ok.
Is your website mobile-friendly and/or is a mobile app available for members?		50 words. N/A ok.
What capabilities do employers have via your website? Can they make real-time eligibility changes/updates?	100 words.	50 words. N/A ok.
From what office will claims be paid?	100 words.	50 words. N/A ok.
Do you provide printed ID cards?		50 words. N/A ok.
Do you have a self-service online reporting system?		50 words. N/A ok.
Will WTW have access to this reporting system, pending client approval?		50 words. N/A ok.
Can you provide bills/invoices in both electronic and paper formats?		50 words. N/A ok.
Please describe the grace period for late payments.	100 words.	50 words. N/A ok.
DESIGN QUESTIONS		
	Response	Explanation, if applicable
Do you recommend any changes or modernizations to the requested plan design(s)?		50 words. N/A ok.
Please describe any additional features that your company offers beyond the requested plan design (e.g. LASIK discounts, coverage for additional tinting).	100 words.	50 words. N/A ok.

RFP Qualitative Questions - Short- and Long-Term Disability		
RATING QUESTIONS		
	Response	Explanation, if applicable
Please confirm that the cost of all administration and clinical reviews are inherent in your quoted pricing.		50 words. N/A ok.
Confirm that your pricing includes run out claims.		50 words. N/A ok.
Are you are able to administer claims when both pre-tax and post-tax benefit deductions have been made?		50 words. N/A ok.
Are there any additional fees or costs that could be charged back to the employer?	100 words.	50 words. N/A ok.
Please outline your thresholds (if applicable), if any, for recalculation of rates, reserves and retention (e.g., enrollment change of greater than 15%).	100 words.	50 words. N/A ok.
What is the proposed fee guarantee period?	50 words.	50 words. N/A ok.
What credibility did you assume in developing your quote?	50 words.	50 words. N/A ok.
If 100% credibility was not used, what manual rate was used in developing your quote?	50 words.	50 words. N/A ok.
CLAIMS AND ENROLLMENT QUESTIONS		
	Response	Explanation, if applicable
What was your most previous year customer retention for each line of coverage being requested (STD, LTD)?	50 words.	50 words. N/A ok.
Do you offer employers real-time online access to claim information (e.g., claim status, approval dates)?		50 words. N/A ok.
Will the employer have the ability to customize employee correspondence templates? (e.g., benefit approval letters)?		50 words. N/A ok.
Will employees (claimants) have access to real-time claim status information online?		50 words. N/A ok.
At the time of a claim denial, do your internal processes require an outbound call to the employee?		50 words. N/A ok.
Can you do both self-billing and list billing? Is there an additional charge for list billing not included in your quoted pricing?		50 words. N/A ok.
The group currently offers LTD only. If the group offers STD through a separate carrier partner how will STD & LTD be coordinated between different carrier partners?		50 words. N/A ok.

RFP Qualitative Questions - Flexible Spending Account

LIFE RATING QUESTIONS		
	Response	Explanation, if applicable
What is the First Year Setup Fee?		50 words. N/A ok.
What is the Annual Renewal Fee?		50 words. N/A ok.
What is the Base Monthly Administration Fee for HCA and/or DCA? Is it on a <i>Unique Per Participant Per Month Basis</i> ? (i.e. Does it differ if participant is in more than one	100 words.	50 words. N/A ok.
Is a Debit Card included in the base fee? If not, is their a Debit Card Fee?	100 words.	50 words. N/A ok.
Is Direct Deposit included in the base fee? If not, is there a fee?	50 words.	50 words. N/A ok.
Does your Base Fee include Cafeteria Plan Docs and SPDs? If not, what is the additional Cost? Are these full documents or simply templates?	50 words.	50 words. N/A ok.
Does your Base Fee include Non-Discrimination Testing? If not, what is the additional Cost?		50 words. N/A ok.
Does your Base Fee include a Check Signing Fee? If not, is there an additional cost?		50 words. N/A ok.
What is the Monthly Minimum Admin Fee?		50 words. N/A ok.
Please confirm your quoted commission matches RFP request, if any.		50 words. N/A ok.
Will you be able to meet the requested 6 month		50 words. N/A ok.
CLAIMS AND ENROLLMENT		
	Response	Explanation, if applicable
How do you offer claim forms: paper, electronic or both? Is there an additional cost for paper?	50 words.	50 words. N/A ok.
Is Non-Discrimination Testing included (Annually, One-Time Only, at ER Request) or is it an Additional Cost for each test? If extra, what is the costs?	50 words.	50 words. N/A ok.
How often do you process claim reimbursements? (daily, weekly, monthly, etc...) Is there a minimum amount?		50 words. N/A ok.
Can you provide reimbursements through Direct Deposit? If so, is it included in your proposal costs?		50 words. N/A ok.
Do you provide participants paper statements delivered via mail? Can EEs opt out of this? Is there an additional cost/change for EEs who do want this?		50 words. N/A ok.
Do you maintain a website with 24/7 Participant Access to their account balances and reimbursements? Can participants submit claims on the secure portal?		50 words. N/A ok.
Will participants electing to use the online portal and participants electing to file claims manually be notified of account activity?		50 words. N/A ok.
Do you provide Employer reports with FSA Utilization, Reimbursements, and Enrollment? What is the Frequency?		50 words. N/A ok.
Will you interface with the employer's payroll system for account reconciliation purposes?		50 words. N/A ok.
At the termination of your contract do you provide for the administration of runout claims? If Yes, for how long and for what cost?		50 words. N/A ok.
Automatic Rollover of Claims: Yes/No? If Yes, what is cost?	100 words.	50 words. N/A ok.

Automatic Rollover from External Vendors: Yes/No? If Yes, what is cost for 1) set-up (per vendor) and 2) external tape feeds (per tape)?		50 words. N/A ok.
Do you provide Enrollment Materials for the first year (electronic, paper or both) and is there an additional cost?		50 words. N/A ok.
Do you provide additional or renewal Enrollment Materials (electronic, paper or both) and is there an additional cost?		50 words. N/A ok.
Will you attend Open Enrollment meetings for the first year? What do you charge for attending Open Enrollment meetings? Is there a limit to the number of meetings you will attend?		50 words. N/A ok.
Will you attend Open Enrollment meetings annually? What do you charge for attending future Open Enrollment meetings? Is there a limit to the number of meetings you will attend?		50 words. N/A ok.
How does the employee enroll on your plan - Paper or Online?		50 words. N/A ok.
Do you provide access to a website where employees can purchase FSA-eligible products?		50 words. N/A ok.
NON-DISCRIMINATION TESTING DETAIL		
	Response	Explanation, if applicable
For <u>all</u> the tests below that are included in your proposal, how quickly are the results provided?		50 words. N/A ok.
For <u>all</u> the tests below that are included in your proposal, how often and when are these tests provided?	100 words.	50 words. N/A ok.
Section 105(h): Health FSA		
Is the Eligibility Test included in your services?		50 words. N/A ok.
Do you perform eligibility test for both interpretations of "benefitting" (i.e., those who participate and those who are eligible to participate)?		50 words. N/A ok.
Is the Benefits Test included in your services?		50 words. N/A ok.
Do you provide client with criteria to help them determine if their plan is discriminatory?		50 words. N/A ok.
Do You provide consequences of failing and potential adjustments for each test?		50 words. N/A ok.
Section 125: Cafeteria Plan		
Is the Eligibility Test included in your services?	Response	50 words. N/A ok.
Is the Key Employee Concentration Test included in your services?		50 words. N/A ok.
Is the Contributions and Benefits Test included in your services?	Response	50 words. N/A ok.
Do you provide client with criteria to help them determine if their plan is discriminatory?		50 words. N/A ok.
Do you provide consequences of failing and potential adjustments for each test?		50 words. N/A ok.
Section 129: Dependent Care		
Is the Eligibility Test included in your services?	Response	50 words. N/A ok.
Is the 55% Average Benefits Test included in your services?		50 words. N/A ok.
Is the 5%+ Shareholder Concentration Test included in your services?	Response	50 words. N/A ok.
Is the Contributions and Benefits Test included in your services?		50 words. N/A ok.
Do you provide client with criteria to help them determine if their plan is discriminatory?		50 words. N/A ok.
Do you provide consequences of failing and potential adjustments for each test?		

INSURANCE COVERAGE REQUEST FOR PROPOSALS

Memphis-Shelby County Airport
Authority

RFP - CLIENT INFORMATION

Release Date **June 1, 2024**

Bid Deadline **July 8, 2024 at 2:00 PM**

CLIENT INFORMATION

Name of Company	Memphis-Shelby County Airport Authority	www.flymemphis.com	
Headquarters	2491 Winchester Rd., Ste. 113, Memphis, TN 38116		
Contract Situs State	Tennessee		
Nature of Business	Airport/Airport Terminal Operation		
SIC Code	4851		
Definition of Eligible Employee	Full time is defined as 40 hours per week.		
Waiting Period	1st of month following 30 days of initial employment.		
Termination of Employment	Coverage terminates at the end of month in which employment ends.		
Dependent Age	Coverage terminates at age 26.		
Domestic Partners	Not covered.		
Part - Time Employees	MSCAA does not have any Part-time employees.		
Number of COBRA Employees	4		
Number of Eligible Employees	306		

MARKETING OBJECTIVES & GOALS

Introduction

Today's Date June 1, 2024

Submission Deadline July 8, 2024 at 2:00 PM

NAME OF COMPANY	Memphis-Shelby County Airport Authority
REQUIRED RESPONSE	YOUR RESPONSE MUST INCLUDE THE COMPLETED COLORED TABS WITH THE PROPOSAL SUBMISSION.

This workbook contains all the lines of coverage being marketed at this time. Attachments are labeled accordingly.

ENCLOSURES & ATTACHMENTS	
Coverages Marketed	Dental, Vision, Short- & Long-Term Disability, and FSA
Benefit Summaries/Plan Documents	All Benefit Plan summaries are attached as separate documents.
Census	Available upon request.
Experience	Attached as separate document.
Questionnaires	See "Questionnaire" tabs.
Proposed Rates	Rates are to be inserted in "Pricing" tab.

Current Benefits Summary

Open link for 2024 Open Enrollment & Benefit Guide

[Open Enrollment & Benefit Guide](#)

Open link for Dental Insurance

[Dental Insurance](#)

Open link for Vision Insurance

[Vision Insurance](#)

Open link for Long Term Disability Insurance

[Long Term Disability Insurance](#)

Open link for Flexible Spending Account

[Flexible Spending Account](#)