



REQUEST FOR PROPOSALS (RFP)
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	RFP-19-003	Solicitation issued:	June 24 th , 2019
Description:	Vision, Dental, Life Insurance and Leave Tracking		
NWACC:	Northwest Arkansas Community College (NWACC)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	July 15th, 2019	Bid Opening Time:	2:00 P.M., Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Northwest Arkansas Community College Purchasing Department, Attn: Jennifer Lewis Burns Hall Room 1133.19 One College Drive Bentonville, AR 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Bid Number • Date & Time of Bid Opening • Vendor's Name & Return Address

Proposed Timetable of Activities

June 24 th , 2019	Solicitation Issued
July 8 th , 2019	Last Day for questions
July 10 th , 2019	Answers Posted
July 15 th , 2019	Bid Opening
July 18 th , 2019	Tentative Winner Announced

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 PURPOSE

NorthWest Arkansas Community College (NWACC) issues this Request for Proposals (RFP) to obtain proposals for vendors to provide employee and retiree Vision, Dental, Life Insurance and Leave Tracking.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to one (1) vendor.
- B. The term of this contract **shall** be for three (3) years. The anticipated starting date for the contract is October 30, 2019. Upon mutual agreement by the vendor and NWACC College, the contract may be renewed by NWACC on a year-to-year basis, for up to four (4) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 BID OPENING LOCATION

Responses submitted by the opening time and date **shall** be opened at the following location:

NorthWest Arkansas Community College
One College Drive, Burns Hall, Room 1134
Bentonville, AR 72712
2:00 PM Central Standard Time

1.4 CONTACT

Please submit all questions about this RFP to:

Jennifer Lewis
One College Drive, Burns Hall, Room 1133.19
Bentonville, AR 72712
Phone: 479-619-4210
Email: purchasing@nwacc.edu

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any mandatory requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.
- C. Vendor may request exceptions to **NON-mandatory** items. Any such request **must** be declared on, or as an attachment to, the vendor's response to this *Bid Solicitation*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The words "The State", and "NWACC" are used synonymously in this document.

- D. The terms “Request for Proposals”, “RFP” and “Bid Solicitation” are used synonymously in this document.
- E. The term “OSP” refers to the “Office of State Procurement” with the State of Arkansas.

1.7 RESPONSE DOCUMENTS

A. Original *Response Packet*

1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.
2. The *Response Packet* should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)
 - b. Response to the *Information for Evaluation* section included in the *Response Packet*.
 - c. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 - d. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*.)
 - e. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing should be submitted in a separate binding clearly indicating it as such. (See *Pricing*.)

C. Additional Copies and Redacted Copy of the *Response Packet*

In addition to the original *Response Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
 - a. **Three (3)** complete hard copies (marked "COPY") of the *Response Packet*.
 - b. A flash drive or CD with a copy of the *Response Packet*.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
2. One (1) redacted copy (marked “REDACTED”) of the original *Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.

- *Response Signature Page*. (See Appendix)
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*. (See Appendix)
- *Equal Opportunity Policy*.
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information to reference the *Bid Solicitation’s* item number.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 3:00 p.m., Central Time on or before **July 8th, 2019**, to the individual listed in section 1.4 *Contact*, of this *Bid Solicitation*.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated, and NWACC's written response is anticipated to be posted to the NWACC website by the close of business on July 10th, 2019.
- B. Vendors may contact NWACC with non-substantive questions at any time prior to the bid opening.
- C. Oral statements by agents of NWACC **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by NWACC.

1.10 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this Bid Solicitation, located in appendix.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:
1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 PRICING

Pricing will be a weighted part of the overall scores given to each submitted proposal. Pricing **must** be submitted in a separate sealed envelope clearly labeled. Failure to do so will result in rejection of bid. Pricing should be submitted based on a per individual, or tier levels. Pricing should indicate Inbound and Outbound separately.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*. A CD is also acceptable.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.

- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.14 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through NWACC.
- B. Vendor **must not** alter any language in any solicitation document provided by NWACC.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by NWACC.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*. (See *Appendix: Minimum Requirements*).

1.15 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NWACC.
- B. An addendum posted within three (3) calendar days prior to the bid opening **may** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the NWACC website, https://www.nwacc.edu/web/purchasing/open_bids for any and all addenda up to bid opening.

1.16 QUALIFICATION AND AWARD PROCESS

- A. Successful Vendor(s) Selection

The ranking of vendors **shall** be determined by the total score each receives in evaluation and cost score. NWACC will enter pricing negotiations with those responsible offers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

- B. Negotiations

1. If NWACC so chooses, it **shall** also have the right to enter discussions with the highest-ranking vendor to further define contractual details. All negotiations **shall** be conducted at the sole discretion of NWACC. NWACC **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, NWACC may begin the negotiation process with the next highest-ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time NWACC decides not to move forward with an award.

- C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the NWACC website at https://www.nwacc.edu/web/purchasing/open_bids.

2. The anticipated award will be posted for at least a period of three (3) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the three-day posting period.
 3. NWACC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
 4. It is the vendor's responsibility to check the NWACC website for the posting of an anticipated award.
- D. Issuance of a Contract
1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
 2. A State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.17 MINORITY & CERTIFIED WOMEN-OWNED BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 (2) as a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. Women-owned business is defined by Arkansas Code Annotated § 15-4-303 (9) as a business that is at least fifty-one percent (51%) owned by one or more women who are lawful permanent residents of the state of Arkansas.
- C. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, NWACC is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but must also be included as a hardcopy accompanying the solicitation response.
- C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.
- E. If a third party will be part of a bid, a copy of the third parties *EO Policy* must also be included.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. It is the vendor's responsibility to make sure their certification has not expired and is on file. The vendor **must** provide a copy of their certification to NWACC before a contract will be awarded.
- C. If a third party will be part of a bid, they must also comply with the requirements of section 1.19 et. seq.

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

1.21 ISRAEL BOYCOTT NOTICE

In order to comply with Act 710 of 2017, prohibiting a public entity from contracting with a person or company boycotting Israel, the bidder/contractor represents, warrants and certifies that: (a) it is not currently engaged in boycott of Israel; and (b) agrees that for the duration of any resulting contract award, it will not engage in boycott of Israel. Bidder/contractor must sign ISRAEL BOYCOTT NOTICE FORM attached in the appendix to this solicitation, and submit with response packet.

1.22 PUBLICITY

A. Vendor **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without NWACC's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.23 RESERVATION

NWACC **shall not** pay costs incurred in the preparation of a response.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 PURPOSE

This sections outlines the requirements necessary for a prospective bidder to possess in order to be considered for this contract. Responses to these sections should indicate if bidder is able to meet these requirements.

2.2 RFP DOCUMENT REQUIREMENTS

- A. An official authorized to bind the bidder to the resultant contract must sign the RFP.
- B. If the bidder submits standard terms and condition with his bid, and if any section of those terms are in conflict with the Laws of the State of Arkansas or the specifications of the RFP, then the State’s Laws and the specification shall govern.
- C. Contractor references must accompany the RFP document or bid may be rejected.
- D. “Comparison with Existing Coverage” document must accompany the RFP document or the bid may be rejected
- E. Contractor should submit plan proposals based on the following categories:
 - 1.) Vision Coverage
 - 2.) Dental Coverage
 - 3.) Term Life - Voluntary
 - 4.) Term Life – Company Paid
 - 5.) Short Term Disability Coverage - Voluntary
 - 6.) Long-term Disability Coverage Company Paid

2.3 REQUIRED REFERENCES

Contractors must supply five (5) names and addresses of firms they currently have contracts with, of similar size and operations of NWACC. The list must include:

Company	Contact Person	Phone with area code	Email Address	Number of Years of Coverage

Note: NWACC reserves the right to reject any vendor’s RFP whose references are dissatisfied with the services performed by the vendor.

2.4 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards should* identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. NWACC may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

2.5 MINIMUM REQUIREMENTS

The college requires coverage equal to or better than current coverage, please refer to appendix: Minimum Requirements.

SECTION 3 – CRITERIA FOR SELECTION

3.1 RESPONSE SCORE

- A. NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.

- B. A College-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on vendor’s response to the *Information for Evaluation* section included in the *Response Packet*.
 - 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 - 2. The final individual scores of the evaluators will be recorded on a Consensus Score Sheet and averaged to determine the group or consensus score for each proposal.
 - 3. Other agencies, consultants, and experts may also examine documents at the discretion of the College.

Criteria

Weight

- | | | |
|-----------|---|------------|
| A. | General Information and Qualifications | 30% |
|-----------|---|------------|
- 1. Provide a brief history of your firm, particularly your employee benefits division.
 - 2. Describe your current market position and customer base
 - 3. Outline your main differentiators from your competitors
 - 4. Describe what makes your firm uniquely qualified to work on our account?
 - 5. Describe your vision of an ideal client.
 - 6. Provide an example of how your firm is taking a leadership role in the industry.
 - 7. What size clients does your firm generally support?
 - 8. Provide details of your firm’s ownership structure, financial status and stability.
 - 9. Describe the form of professional liability or errors and omissions insurance carried by your company and the amount of coverage.
 - 10. In your opinion, what are the two major challenges companies our size face and how will your firm help meet these challenges?
 - 11. Discuss any impending changes in your organization that could affect the delivery of services.
 - 12. Does your company have a code of ethics that establishes high standards for ethics and business conduct? If so, do you require all employees to receive training on the code of ethics?
 - 13. Do you have access to the providers we are seeking
 - 14. Do you have the ability to duplicate requested current benefits

B. Communication and Employee Engagement 15%

1. Describe your communications planning methodology.
2. Describe your standard package of employee communication services as they relate to open enrollment.
3. Describe your standard package of employee communication services as they relate to non-open enrollment communications. Please provide samples.
4. Do you have any digital and/or internet-based employee communication tools? If so, please elaborate.
5. For your marketing pieces, do you create them internally or do you use a preferred outside vendor?
6. Do you provide ongoing employee education & communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide sample employee communications materials that you have distributed to other clients
7. Describe the research services you offer to support employee surveys and/or focus groups.
8. What is the cost of customization for ad hoc reports?
9. Please provide samples of periodic reports
10. Describe the services you provide to solicit employee feedback

C. Account Management Services 25%

1. Describe the structure of your account services department, as well as the structure of the account services team who would be assigned to our account.
2. How often does your team meet with your clients and for what purposes?
3. What processes and tools will you use to manage our account, ensuring critical deadlines aren't missed?
4. Do you have a process in place for tracking communication between you and your clients? If yes, please elaborate.
5. If your firm is selected, how would you transition our account
6. What will you require while transitioning from the current consultant to your firm? Include steps, timetables and data that must be received from us. Include documentation and any other elements you consider important from the prior consultant
7. Will you assist with employee claims issues?
8. Describe the support you provide for managing employee claims escalation.
9. How will you save us money?
10. How will you demonstrate savings?
11. Describe any special analysis that you would provide to help manage our programs

D. Cost

30%

1. Minimum Premium costs for insurance products
2. Fees for administration services and network access
3. Length of guaranteed rate of premiums/fees

Rate each broker on a scale of 1-3 with 1 being the lowest score and 3 being the highest.

3 Level Rating Scale	Descriptors	Description
3	Exceeds Expectations	Broker’s answer exceeds the requirements to meet this activity
2	Meets Expectations	Broker’s answer satisfies the requirements to meet this activity
1	Improvement Needed	Broker’s answer partially satisfies the requirement to meet this activity
0	Unacceptable	Broker does not satisfy the requirements to meet this activity

3.2 TOTAL SCORE

- A. Total score will be calculated using the average score calculated following reviewing of each of the bids, plus cost score, for a total out of 138 points possible. Vendor with the highest total score will be selected as apparent successful bidder. (See Award Process)

	Maximum Points Possible
	93
Cost	45
Maximum Points Possible	138

3.3 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* **shall** signify the vendor’s understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

3.4 ETHICAL STANDARDS

- A. In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c): It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not** provide responses to items in this section.

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

NWACC
Attention, Accounts Payable
One College Drive
Bentonville, AR 72712

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the NWACC.
- C. NWACC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the NWACC as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the NWACC by an itemized list of charges. The NWACC's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Benton County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of reinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:
 - The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless the NWACC and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

4.8 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the NWACC and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to NWACC on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses, if applicable, **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering NWACC.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** Vendor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering NWACC. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.

- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering NWACC's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. NWACC **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the NWACC may buy elsewhere and any additional cost **shall** be borne by the vendor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval by NWACC. Delivery **shall** be made during NWACC work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the NWACC. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering NWACC is responsible for storage if the contractor delivers within the time required and the NWACC cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering NWACC after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize NWACC to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to NWACC of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the NWACC's purchase order.
- 18. INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the NWACC. Vendor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

25. **CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the NWACC.

Appendix



NorthWest Arkansas Community College

NWACC
 One College Drive
 Bentonville, AR 72712

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'S INFORMATION			
Company:			
Address:			
City:	State:	Zip Code:	
Business Designation:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American
	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American
	<input type="checkbox"/> Service Disabled Veteran		
Women Owned Business	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
	AR Minority Certification #: _____	Service Disabled Veteran Certification #: _____	

VENDOR CONTACT INFORMATION			
<i>Provide contact information to be used for bid solicitation related matters.</i>			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed.
<input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
<i>Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following **shall cause the vendor's response to be disqualified**:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The NWACC Purchasing Department will maintain a database of policies or written responses received from bidders.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (479) 619-4210.

Sincerely,

Jennifer Lewis

Jennifer Lewis
Purchasing Manager
Northwest Arkansas Community College

To be completed by business or person submitting response: (check appropriate box)

EO Policy Attached

EO Policy previously submitted to NWACC Purchasing Department

EO Policy is not available from business or person

Company Name

Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

EO 98-04 Disclosure Form

The EO 98-04 Disclosure Form can be found at the following two locations as a fillable PDF:

<http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf>

or

<http://content.nwacc.edu/administrativeservices/Procurement/contract%20and%20grant%20disclosure.pdf>

If you are unable to download this form from these two sources, please contact Jennifer Lewis, Purchasing Manager for NWACC at:

Email: purchasing@nwacc.edu

Phone: 479- 619-4210

ISRAEL BOYCOTT NOTICE FORM

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Contract Number	RFP-19-003
Description of Commodity/Service	Vision, Dental, Life Insurance & Leave tracker
Contractor	

Contractor Signature: _____

Date: _____

MINIMUM REQUIREMENTS

Bidders must meet or beat current NWACC plan specifications.

DENTAL INSURANCE

Delta Dental PPO Plus Premier

A) Group Number: 000000857

B) Deductible: \$50 per member with a maximum of \$150 per family, per benefit period. Deductible is for benefits received in Coverage B, Coverage C and Child Orthodontic Rider. There is no deductible on Coverage A. See covered services section below.

C) Annual Maximum Payment: \$1,000 per person per benefit period.

D) Benefit Period: A benefit period for each eligible participant is a calendar year, the period from January 1st to December 31st of each year.

Covered Services:

Coverages and Maximum Plan Allowances (MPA)

Coverage A – Diagnostic and Preventative Services In-Network 100% MPA

- Routine periodic examinations not more than two (2) in any benefit period, inclusive of an initial oral examination.
- Bitewing and periapical x-rays as required.
- Full-mouth x-rays one (1) in any thirty-six (36) consecutive month period.
- Prophylaxis (cleaning) not more than two (2) in any benefit period. *Please see information on Evidence Based Dentistry.
- Topical application of fluoride one (1) per benefit period for dependent children to age nineteen (19).
- Sealants one (1) per tooth on permanent maxillary and mandibular first and second molars with no caries (decay) on the occlusal surface, for dependent children to age nineteen (19).

Coverage B – Basic Restorative Services In-Network 80% MPA

- Minor emergency treatment for the relief of pain as needed by the participant.
- Amalgam (silver) and composite/resin (white) fillings (composites are not a covered benefit on molars).
- Simple extractions.
- Space maintainers for prematurely lost teeth of eligible dependent children to age sixteen (16).
- Endodontics, including pulpal therapy and root canal filling.
- Oral surgery, including pre- and post-operative care and surgical extractions, except TMJ surgery.
- Stainless steel crowns used as a restoration to natural teeth for dependent children to age sixteen (16) when the teeth cannot be restored with a filling material.
- Non-surgical periodontics.
- Periodontal maintenance; two (2) per benefit period following active periodontal treatment.

* Please see information on Evidence Based Dentistry.

Coverage C – Major Restorative Services In-Network 50% MPA

- Crowns, inlays, onlays, and veneers are benefits for the treatment of visible decay and fractures of tooth structure when teeth are so badly damaged they cannot be restored with amalgam (silver) or composite restorations.
- Prosthodontics, including procedures for construction of fixed bridges, partial or complete dentures, and repair of fixed bridges.
- Complete or partial denture reline, including chair side or laboratory procedures to improve the fit of the appliance to the tissue.
- Complete or partial denture rebase, including laboratory replacement of the acrylic base of the appliance.
- Surgical periodontics.
- Coverage for an endosteal implant to support a crown.

Rider(s) included in plan at no additional cost: In-Network 50% MPA

Child Orthodontic Rider: Orthodontic services for dependent children to age nineteen (19).

Lifetime Maximum Payment – \$3,000

Carry Over Benefit Rider

Carry over benefit: \$250

Claims threshold: \$499

Carry over benefit maximum: \$1,000

The benefit allowance for services of an out-of-network dentist will be reduced by 10% for eligible services as determined by Delta Dental after applying the applicable deductibles, co-payments and maximums. This means your out-of-pocket expense may be greater if you choose an out-of-network dentist.

(*Evidence Based Dentistry: DDAR covers additional routine cleanings or periodontal maintenance procedures (up to four per year) for covered members with diabetes, heart disease, who are pregnant or have a history of periodontal disease. The additional benefits may not be combined by those with more than one of the above conditions.

Delta Dental Rates Beginning January 1, 2019

Plan Type	Total Monthly Premium	Monthly Premium Paid by NWACC	Monthly Premium Paid by Employee	Semi-Monthly Employer Contribution	Semi-Monthly Employee Deduction
Employee Only	\$31.82	\$30.30	\$1.52	\$15.15	\$0.76
Employee Spouse	\$63.60	\$30.30	\$33.30	\$15.15	\$16.65
Employee/Child(ren)	\$94.16	\$30.30	\$63.86	\$15.15	\$31.93
Employee/Family	\$112.70	\$30.30	\$82.41	\$15.15	\$41.20

VISION INSURANCE

VSP Provider Network: VSP Choice

Your Coverage with a VSP Provider

WellVision Exam Focuses on your eyes and overall wellness	\$20	Every calendar year
Prescription Glasses	\$20	*See frame and lenses
Frame	Included in prescription glasses	Every other calendar year

- \$130 allowance for a wide selection of frames
- \$150 allowance for featured frame brands
- 20% savings on the amount over your allowance \$70 Costco® frame allowance

Lenses	Included in prescription glasses	Every calendar year
---------------	----------------------------------	---------------------

Single vision, lined bifocal, and lined trifocal lenses, Polycarbonate lenses for dependent children.

Lens Enhancements		Every calendar year
--------------------------	--	---------------------

Standard progressive lenses	\$0	
Premium progressive lenses	\$95 - \$105	
Custom progressive lenses	\$150 - \$175	
Average savings of 20-25% on other lens enhancements		

Contacts (instead of glasses)	Up to \$60	Every calendar year
--------------------------------------	------------	---------------------

\$130 allowance for contacts; copay does not apply
Contact lens exam (fitting and evaluation)

Extra Savings

Glasses and Sunglasses

Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details.
20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.

Retinal Screening

No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam.

Laser Vision Correction

Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities.

Your Coverage with Out-of-Network Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details. Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization’s contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

Vision Rates 2019

Plan Type	Monthly Premium Paid by Employee	Semi-Monthly Employee Deduction
Member Only	\$7.02	\$3.51
Member + 1	\$11.24	\$5.62
Member + Children	\$11.47	\$5.74
Member + Family	\$18.49	\$9.25

TERM LIFE INSURANCE

United of Omaha Life Insurance Company

Eligibility Requirement You must be actively working a minimum of 30 hours per week to be eligible for coverage.

Premium Payment The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.

Life Insurance Benefit Amount

For You: \$20,000

In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.

Accidental Death & Dismemberment (AD&D) Benefit Amount

For You: The Principal Sum amount is equal to the amount of your life insurance benefit.

Living Care/Accelerated Death Benefit

75% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$15,000.

Waiver of Premium

If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.

Additional AD&D Benefits

In addition to basic AD&D benefits, you are protected by the following benefits:

- Seat Belt - Airbag
- Repatriation - Common Carrier

Conversion If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.

Hearing Discount Program

The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.

Will Prep We work with Willing® to offer employees an online will prep tool. In just a few clicks you can complete a customized plan to protect your family and property (valid in all 50 states). To get started visit www.willing.com/mutualofomaha

Insurance benefits and guarantee issue amounts are subject to age reductions:

- At age 65, amounts reduce to 65%
- At age 70, amounts reduce to 40%
- At age 75, amounts reduce to 25%

Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

VOLUNTARY TERM LIFE INSURANCE

United of Omaha Life Insurance Company

Eligibility Requirement You must be actively working a minimum of 30 hours per week to be eligible for coverage.

Dependent Eligibility Requirement

To be eligible for coverage, your dependents must be able to perform normal activities, and not be confined (at home, in a hospital, or in any other care facility), and any child(ren) must be under age 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.

Premium Payment The premiums for this insurance are paid in full by you.

Coverage Guidelines			
	Minimum	Guarantee Issue	Maximum
Employee	\$10,000	7 times annual salary, up to \$100,000	7 times annual salary, up to \$300,000
Spouse	\$5,000	100% of employee's benefit, up to \$30,000	100% of employee's benefit, up to \$150,000
Children	\$10,000	100% of employee's benefit up to \$10,000	100% of employee's benefit, up to \$10,000

Subject to any reductions shown below. Guarantee Issue is available to new hires. Amounts over the Guarantee Issue will require a health application/evidence of insurability. For late entrants, all amounts will require a health application/evidence of insurability.

Life Insurance Benefit Amount

Within the coverage guidelines defined above, you select the amount of life insurance coverage you want. This plan includes the option to select coverage for your spouse and dependent children. Children include those, up to age 26. In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.

Accidental Death & Dismemberment (AD&D) Benefit Amount

For you and your spouse: The Principal Sum amount is equal to the amount of life insurance benefit. AD&D coverage is available if you or your dependents are injured or die as a result of an accident, and the injury or death is independent of sickness and all other causes. The benefit amount depends on the type of loss incurred, and is either all or a portion of the Principal Sum.

Living Care/Accelerated Death Benefit

75% of the amount of the life insurance benefit is available to you and your spouse if terminally ill, not to exceed \$225,000.

Waiver of Premium

If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.

Annual Benefit Amount Increase

If you enroll for even the minimum amount of coverage during your initial enrollment, you have the ability to enroll for additional coverage at your next enrollment by up to \$20,000, provided the total amount of insurance does not exceed your maximum benefit amount. This feature allows you to secure additional life insurance protection in the event your needs change (ex. you get married or have a child).

Additional AD&D Benefits

In addition to basic AD&D benefits, you are protected by the following benefits:

- Seat Belt - Airbag
- Repatriation - Common Carrier

Portability Allows you to continue this insurance program for yourself and your dependents should you leave your employer for any reason, without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.

Conversion If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.

Hearing Discount Program

The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.

Will Prep We work with Willing® to offer employees an online will prep tool. In just a few clicks you can complete a customized plan to protect your family and property (valid in all 50 states). To get started visit www.willing.com/mutualofomaha

Insurance benefits and guarantee issue amounts are subject to age reductions:

- At age 65, amounts reduce to 65%
- At age 70, amounts reduce to 40%
- At age 75, amounts reduce to 25%

Spouse coverage terminates when you reach age 80.

Life insurance benefits will not be paid if the insured's death is the result of suicide within two years from the date coverage begins. If this occurs, the sum of the premiums paid will be returned to the beneficiary. The same applies for any future increases in coverage under this plan.

Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

Voluntary Term Life and AD&D Coverage Selection and Premium Calculation

Please note that the premium amounts presented below may vary slightly from the amounts provided on your enrollment.

EMPLOYEE PREMIUM TABLE (52 PAYROLL DEDUCTIONS PER YEAR)

Age	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000	\$70,000	\$80,000	\$90,000	\$100,000
0-34	\$0.25	\$0.51	\$0.76	\$1.02	\$1.27	\$1.52	\$1.78	\$2.03	\$2.28	\$2.54
35-39	\$0.32	\$0.65	\$0.97	\$1.29	\$1.62	\$1.94	\$2.26	\$2.58	\$2.91	\$3.23
40-44	\$0.46	\$0.92	\$1.38	\$1.85	\$2.31	\$2.77	\$3.23	\$3.69	\$4.15	\$4.62
45-49	\$0.74	\$1.48	\$2.22	\$2.95	\$3.69	\$4.43	\$5.17	\$5.91	\$6.65	\$7.38
50-54	\$1.25	\$2.49	\$3.74	\$4.98	\$6.23	\$7.48	\$8.72	\$9.97	\$11.22	\$12.46
55-59	\$1.98	\$3.97	\$5.95	\$7.94	\$9.92	\$11.91	\$13.89	\$15.88	\$17.86	\$19.85
60-64	\$2.56	\$5.12	\$7.68	\$10.25	\$12.81	\$15.37	\$17.93	\$20.49	\$23.05	\$25.62
65-69	\$4.25	\$8.49	\$12.74	\$16.98	\$21.23	\$25.48	\$29.72	\$33.97	\$38.22	\$42.46
70-74	\$7.68	\$15.37	\$23.05	\$30.74	\$38.42	\$46.11	\$53.79	\$61.48	\$69.16	\$76.85
75+	\$11.56	\$23.12	\$34.68	\$46.25	\$57.81	\$69.37	\$80.93	\$92.49	\$104.05	\$115.62

Follow the method described above to select a benefit amount and calculate premiums for optional dependent spouse and/or child(ren) coverage. **Your spouse's rate is based on your age**, so find your age bracket in the far left column of the Spouse Premium Table. Your spouse's premium amount is found in the box where the row (the age) and the column (benefit amount) intersect. Your spouse's benefit amount must be in an increment of \$5,000. Refer to the Coverage Guidelines section for minimums and maximums, if needed.

SPOUSE PREMIUM TABLE (52 PAYROLL DEDUCTIONS PER YEAR)

Age	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000
0-34	\$0.13	\$0.25	\$0.38	\$0.51	\$0.63	\$0.76	\$0.89	\$1.02	\$1.14	\$1.27
35-39	\$0.16	\$0.32	\$0.48	\$0.65	\$0.81	\$0.97	\$1.13	\$1.29	\$1.45	\$1.62
40-44	\$0.23	\$0.46	\$0.69	\$0.92	\$1.15	\$1.38	\$1.62	\$1.85	\$2.08	\$2.31
45-49	\$0.37	\$0.74	\$1.11	\$1.48	\$1.85	\$2.22	\$2.58	\$2.95	\$3.32	\$3.69
50-54	\$0.62	\$1.25	\$1.87	\$2.49	\$3.12	\$3.74	\$4.36	\$4.98	\$5.61	\$6.23
55-59	\$0.99	\$1.98	\$2.98	\$3.97	\$4.96	\$5.95	\$6.95	\$7.94	\$8.93	\$9.92
60-64	\$1.28	\$2.56	\$3.84	\$5.12	\$6.40	\$7.68	\$8.97	\$10.25	\$11.53	\$12.81
65-69	\$2.12	\$4.25	\$6.37	\$8.49	\$10.62	\$12.74	\$14.86	\$16.98	\$19.11	\$21.23
70-74	\$3.84	\$7.68	\$11.53	\$15.37	\$19.21	\$23.05	\$26.90	\$30.74	\$34.58	\$38.42
75-79	\$5.78	\$11.56	\$17.37	\$23.12	\$28.90	\$34.68	\$40.47	\$46.25	\$52.03	\$57.81

ALL CHILDREN PREMIUM TABLE (52 PAYROLL DEDUCTIONS PER YEAR)

\$10,000
\$0.46

*Regardless of how many children you have, they are included in the "All Children" premium amounts listed in the table above.

VOLUNTARY SHORT-TERM DISABILITY INSURANCE

United of Omaha Life Insurance Company

Eligibility Requirement

You must be actively working a minimum of 30 hours per week to be eligible for coverage.

Premium Payment

The premiums for this insurance are paid in full by you.

Elimination Period

If you become disabled, there is an elimination period before benefits are payable.

Your benefits begin:

- On the 8th day of your disabling injury.
- On the 8th day of your disabling illness.

Weekly Benefit

Your benefit is equivalent to 60% of your before-tax weekly earnings, not to exceed the plan's maximum weekly benefit amount less other income sources. The premium for your short-term disability coverage is waived while you are receiving benefits.

Maximum Benefit Period

Up to 12 weeks

Maximum Weekly Benefit

\$1,500

Minimum Weekly Benefit

None

Partial Disability Benefits

If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits, which will help supplement your income until you are able to return to work fulltime.

Definition of Disability

Disability and disabled mean that because of an injury or illness, a significant change in your mental or functional abilities has occurred, for which you are prevented from performing at least one of the material duties of your regular job and are unable to generate current earnings which exceed 99% of your weekly earnings from your regular job. You can be totally or partially disabled during the elimination period.

Definition of Weekly Earnings

Weekly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 52. Weekly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked per week during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, weekly earnings is the hourly rate of pay multiplied by the average number of hours worked.

Vocational Rehabilitation Benefit

If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a Monthly benefit increase of 5%.

Survivor Benefit If you pass away while receiving disability benefits, a lump sum equal to the total weekly benefit payable for the remainder of the maximum benefit period will be paid to your eligible survivor.

Hearing Discount Program

The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.

VOLUNTARY SHORT-TERM DISABILITY PREMIUM CALCULATION

Use the premium factor in the table provided below to calculate your premium for voluntary short-term disability coverage in the worksheet below, using the example as a guide.

<i>Example: (42 year old employee earning \$40,000 a year)</i>	
List your weekly earnings (maximum \$2500)	\$769.23
Multiply by the premium factor	0.0074769
Your estimated weekly premium	= \$5.75

*This is an estimate of premium cost. Actual deductions may vary slightly due to rounding and payroll.

LONG-TERM DISABILITY INSURANCE

United of Omaha Life Insurance Company

Eligibility Requirement

You must be actively working a minimum of 30 hours per week to be eligible for coverage.

Premium Payment

The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.

Elimination Period

Your benefits begin on the later of 90 calendar days after the onset of your disabling injury or illness or the date your short term disability ends.

Monthly Benefit Your benefit is equivalent to 60% of your before-tax monthly earnings, not to exceed the plan's maximum monthly benefit amount less other income sources. The premium for your long-term disability coverage is waived while you are receiving benefits.

Maximum Monthly Benefit

\$5,000

Minimum Monthly Benefit

\$100

Maximum Benefit Period

If you become disabled prior to age 62, benefits are payable to age 65, your Social Security Normal Retirement Age or 3.5 years, whichever is longest. At age 62 (and older), the benefit period will be based on a reduced duration schedule.

Partial Disability Benefits

If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits.

Own Occupation

3 Years

Own Occupation Earnings Test

99%

Definition of Monthly Earnings

Monthly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 12. Monthly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, monthly earnings is the hourly rate of pay multiplied by the average number of hours worked.

Vocational Rehabilitation Benefit

If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.

Survivor Benefit If you pass away while receiving disability benefits, a lump sum equal to 3 times your monthly benefit will be paid to your eligible survivor.

Portability The portability feature allows you to apply for disability insurance through a trust policy should your employment end, without having to provide evidence of insurability. You will be responsible for paying the premium for coverage.

Employee Assistance Program (EAP)

The EAP program provides you and your loved ones access to trained professionals and resources for assistance with personal and workplace issues.

Hearing Discount Program

The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit www.amplifonusa.com/mutualofomaha to learn more.