

# **COUNTY OF LYCOMING**

### **PURCHASING OFFICE**

 Mya Toon, Lycoming County Chief Procurement Officer, CPPB

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## REQUEST FOR PROPOSAL (RFP) FOR LYCOMING COUNTY HEALTH INSURANCE BROKER SERVICES

ISSUE DATE: JUNE 26, 2020 DUE DATE: JULY 17, 2020

Bidders may download proposals by going to <u>www.lyco.org</u> and clicking on Top 10 Links, Request for Bids/Proposals. All Bidders are required to contact the Lycoming County Chief Procurement Officer and place his/her company name on the Bidders' List. This will ensure that each Bidder receives any and all addenda that may apply to the current proposal package. Failure to receive all current information could result in your company submitting an inaccurate proposal, which may be disqualified by the County.

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# **SECTION 1**

## **NOTICE TO BIDDERS**

Legal Ad Sun Gazette To Be Run: June 16<sup>th</sup> & June 30<sup>th</sup>

#### **NOTICE TO BIDDERS**

The County of Lycoming is requesting sealed proposal for <u>Lycoming County Health Insurance Broker</u> <u>Services</u>. Proposals are due by <u>Friday, July 17, 2020, at 5:00 P.M. EST</u>. Proposals will be opened on <u>Tuesday, July 21, 2020, at 10:00 A.M. EST</u> in the Commissioners' Meeting Room, Lycoming County Executive Plaza Building.

Proposals shall be mailed or delivered to the Lycoming County Controller's Office, Lycoming County Executive Plaza Building, 330 Pine Street, 2<sup>nd</sup> Floor, Williamsport, PA 17701. Proposals must be enclosed in a sealed envelope and marked "**RFP for Lycoming County Health Insurance Broker Services**."

All bids shall remain firm price for 60 days after the date of bid opening.

Questions regarding this request for proposal shall be directed to Mya Toon, Chief Procurement Officer, at mtoon@lyco.org.

Bidders may download the proposal by going to <u>www.lyco.org</u> and clicking on Top 10 Links, Request for Bids/Proposals.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

#### COUNTY OF LYCOMING Scott L. Metzger Tony R. Mussare Richard Mirabito

Attest: Matthew M. McDermott Chief Clerk

## **SECTION 2**

### PROPOSAL INFORMATION AND INSTRUCTIONS

### **PROPOSAL INFORMATION AND INSTRUCTIONS**

#### 2.1 <u>Definitions</u>

Definitions	
Request for Proposal (RFP)	All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids / proposals.
County	County shall be synonymous with the Lycoming County Board of Commissioners.
Bidder / Respondent	A firm, individual, or corporation submitting a proposal in response to this RFP.
Addendum	A written change, addition, alteration, correction or revision to a proposal or contract document.
Bid / Proposal	The formal response to the RFP.
Contract	The agreement that results from this competitive procurement, if any, between the County and the vendor identified.
Contractor / Vendor / Successful Bidder	The Bidder(s) that will be awarded a contract pursuant to this solicitation and are responsible performing the service or supplying the good as defined in the contract.
Subcontractor	Any person other than an employee of Respondent who performs any services listed in this RFP.
Services	The work identified in this RFP as to be performed by Vendor under the ensuing contract.
Goods	The equipment or items identified in this RFP as to be supplied by Vendor under the ensuing contract.
Work	The required services and required goods.

2.2 <u>Receipt of Proposal Package.</u> The County's Purchasing Department and the Controller's Office are the sole authorities to provide the RFP package to Bidders. Bidders who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a proposal's errors, omissions or misinterpretations resulting from a Bidder's use of an incomplete RFP package.

Bidders are advised to contact the Purchasing Department to provide his/her company's name, address, telephone number, fax number and contact name. This will ensure the Bidder will receive all communication regarding the RFP such as addenda and clarifications.

2.4 <u>Examination of Proposal.</u> Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the RFP. It is understood that submission of a proposal indicates full acceptance of the same

by the parties submitting the proposal. Furthermore, by submitting a proposal the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

- **2.5** <u>**Preparation of Proposal.**</u> The County shall not be responsible for any costs associated with the preparation or submittal of any proposal. All costs are entirely the responsibility of the Bidder.
- 2.6 <u>Communications.</u> All questions regarding this RFP shall be submitted in writing to Mya Toon, Lycoming County Chief Procurement Officer, at <u>mtoon@lyco.org.</u> Questions which require a more detailed or complex reply, or require an answer that may affect responses to this RFP or may be prejudicial to other prospective Bidders, will be answered by issuing an addendum. Questions must be received by the Chief Procurement Officer no later than Monday, July 6, 2020, 5:00 P.M. EST.
- 2.7 <u>Addenda/Amendments to Proposal.</u> All changes in connection with this proposal will be issued by the Purchasing Department in the form of a written addendum. All addenda will be posted to the County Purchasing Department's page on the County website (www.lyco.org) at least seven (7) days prior to the deadline for RFP submissions. It is the Bidder's responsibility to check the website and ensure they have all applicable addenda prior to proposal submission. Signed acknowledgement of receipt of each addendum must be submitted with the proposal.
- **2.8** <u>**Deadline and Opening of Proposal.**</u> Proposals must be received no later than Friday, July 17, 2020, 5:00 P.M. EST. Proposals will be opened publicly at 10:00 A.M., EST, on Tuesday, July 21, 2020, in the Commissioners' Board Room located on the 1<sup>st</sup> Floor of the Lycoming County Executive Plaza Building. A summary of proposals received, including company name and proposal amount will be posted on the Purchasing Department's page on the County's website (www.lyco.org) within 48 hours of the proposal opening.

The Bidder warrants the proposal price(s), terms and conditions stated in his/her proposal shall be firm for a period of 60 days from the date of the proposal opening.

**2.9 Important Dates.** The following lists important events and deadlines regarding the RFP.

Issue Date:	June 26, 2020
Final Date for Written Questions:	July 6, 2020
Deadline for Submitting Proposals:	July 17, 2020
Opening of Proposals:	July 21, 2020

2.10 <u>Submission of Proposal.</u> The Bidder shall submit one (1) original and (7) copies of its proposal in a sealed envelope or package. Proposals shall be submitted to the Lycoming County Controller's Office, Executive Plaza Building, 330 Pine Street, 2<sup>nd</sup> Floor, Williamsport, PA 17701. The outside of the envelope or package shall be clearly marked, <u>"RFP for Lycoming County Health Insurance Broker Services.</u>" Late proposals shall not be accepted. Proposals must be mailed or hand-delivered. Proposals delivered by fax or electronic mean are not acceptable and will not be considered.

All proposals must be submitted on the forms provided by the County and in accordance with the requirements and instructions contained in the RFP package. The County may waive minor informalities or irregularities in the proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Bidders. Minor irregularities are defined as those that will not have an adverse effect on the County's interest and will not affect the price of the proposal by giving a Bidder an advantage of benefits not enjoyed by other Bidders.

- **2.11 Public Disclosure.** All Bidders should be aware that the County is an agency subject to the Right-to-Know Law. Any documents submitted should be considered as subject to potential public disclosure once the proposal is awarded. A summary of proposals received, including company name and proposal amount will be posted on the Purchasing Department's page of the County's website (www.lyco.org) within 48 hours of the proposal opening.
- 2.12 <u>Modifications/Withdrawal of Proposal.</u> Proposals may be modified or withdrawn prior to the submittal deadline. Requests for withdrawals or modifications of proposals received after the proposal submittal deadline will not be considered except as otherwise provided in the following paragraph. Bidders desiring to modify or withdraw his/her proposal, must submit the purpose for modification or withdrawal in writing to the County Chief Procurement Officer prior to the submittal deadline. Bidders may resubmit proposals provided it is prior to the scheduled submittal deadline.

After proposal opening, the Chief Procurement Officer may allow a Bidder to modify or withdraw its proposal without prejudice if clear and convincing evidence supports the existence of a material and substantial error, an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the proposal. Requests to modify or withdraw the proposal must be made in writing to the Chief Procurement Officer within two (2) business days after opening the proposals.

**2.13 Evaluation of Proposals.** Proposals will be evaluated in accordance with the required scope of work as listed in this RFP. At the County's discretion, a proposal may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of the Bidder to provide, in the County's opinion, the best overall solution to meet the County's objectives.

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of proposers based upon his/her written proposals. If the team determines that it is in the best interest of the County to require oral presentations and/or interviews, the highest ranking proposers will be invited to make such presentations and/or demonstrations. Those proposers that participate will then be scored, and the final ranking will be made based upon those scores.

2.14 <u>Rejection or Disqualification of Proposals.</u> A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

The County reserves the right to waive a proposal's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.

The County reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this solicitation if it is determined to be in the best interest of the County.

Any Bidder who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible Bidder and his/her proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

**2.15** <u>Award of Proposal.</u> Award of any proposal is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners.

The County will award the contract(s) to the best responsible, responsive Bidder who meets all terms, conditions, and specifications of the RFP, within 60 days of the opening of the proposals. Submitted proposals shall remain valid during this 60 day period.

The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals or parts thereof, or to accept such proposal as they deem to be in the best interest of the County.

An official letter of acceptance will be forwarded by the County to the successful Bidder after proposal selection and prior to contract award.

# SECTION 3 GENERAL TERMS AND CONDITIONS

- **3.1** <u>**Bidder's Certification.**</u> By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Pennsylvania or any Federal department or agency.
- **3.2** <u>Non-Collusion Affidavit.</u> The County requires that a Non-collusion Affidavit be submitted with all proposals pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. §4501 et seq.

This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the proposal.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the proposal.

If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party. The term "complementary bid" as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file a Non-Collusion Affidavit in compliance with these instructions may result in disqualification of the proposal.

# SECTION 4 CONTRACT TERMS AND CONDITIONS

- **4.1** <u>Agreement/Contract.</u> Upon acceptance and award of a Bidder's proposal, the contract between the Bidder and the County shall be drafted from (a) the RFP and addenda, (b) the selected proposal (response to the RFP by the Bidder) and any attachments thereto, and (c) all written communications between the County and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.
- **4.2** Execution of Contract. The successful Bidder must execute a written contract with the County. If the successful Bidder fails or refuses to execute the formal contract within ten (10) days of the date of contract award, award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.
- 4.3 <u>Contents of Contract.</u> The entire contents of this RFP shall become a part of the contract.
- **4.4** <u>**Term of Contract.**</u> The term of this Agreement shall commence upon award and remain in effect for a period of (1) year, unless terminated earlier. This Agreement may be extended beyond this term through mutual agreement between both parties in writing.
- **4.5** <u>**Pricing.**</u> Bidders warrant the proposal price(s), terms and conditions stated in his/her proposal shall be firm for a period of 60 days from the date of the proposal opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If the proposal includes price increases over the term of the contract, such increases must be clearly indicated in the Proposal Price Schedule. All proposal prices must include freight.
- **4.6** <u>Subcontracting.</u> The Contractor shall not subcontract any of its obligations under this contract without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, the Contractor shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this contract.
- **4.7 Payment.** The County will make payment within thirty (30) days of receipt invoice for properly received goods and services after inspection and acceptance of the material and/or work by the County. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

If the Bidder's method of billing and payment is different than what is stated above, the Bidder must indicate the preferred method. The County will consider paying on a periodic basis as substantial portions of the work as performed, but not more than one time per month.

The County offers vendors the option to enroll in electronic payment via automated clearing house (ACH) to the vendor's provided bank account of record.

# SECTION 5 SCOPE OF WORK

### **SCOPE OF WORK**

#### I. GENERAL INFORMATION

The County of Lycoming (County) employs approximately 505 full-time employees, insuring roughly 432 employees and 295 retirees. The County currently participates with Trustmark with an Aetna Network and stoploss agreement, as identified below:

#### A. Health Plan Documents (5) – Self Insured

- Aetna PPO Active Non Union; Sheriff's Union; Adult Probation Office (APO)/Juvenile Probation Office (JPO)/Domestic Relations Office (DRO) Union; Detective's Union; Assistant District Attorney (ADA)/Assistant Public Defender (APD) Union
- b. Prison Union PPO
- c. Pre-Release Union PPO (In Negotiations Deductibles Frozen From 2019)
- d. Pre-65 Retirees
- e. Senior Plan
- f. Prescription Drug Plan With OptumRx is carved out for all active and union plans
- g. Retiree Plans include script with their plan (Caremark)

#### **B.** Opt-Out of Insurance

a. \$1,000 annually in lieu of coverage

#### C. Trustmark

a. Flexible spending accounts and COBRA administration, Teledoc and Bluebook

#### **D.** Wellworks

a. Stand-alone wellness program

#### E. Guardian Plans (3)

- a. All eligible County non-prison union employees
- b. All eligible County non-prison union firearm
- c. All eligible prison union firearm employees
- d. Employer paid: basic dental; life, AD&D
- e. Voluntary employee paid: dependent(s) basic dental; buy up dental for self & dependent(s); vision for self & dependent(s); long term disability; voluntary life for self & dependent(s); accident insurance for self & dependent(s)

#### F. Unions

- a. Probation officers and domestic relations employees association (contract dates January 1, 2017 December 31, 2021).
- b. Teamsters Local Union NO.764 ADA/APD (contract dates January 1, 2017 December 31, 2021).
- c. Teamsters Local Union No. 764 Detectives (Contract Dates January 1, 2017 December 31, 2021).
- d. AFSCME Prison (contract dates January 1, 2018 December 31, 2022).

- e. Deputy Sheriff's Association (January 1, 2018 December 31, 2022).
- f. AFSCME Pre-Release (Contract In Negotiations All Benefits Frozen From 2019).

•	June Census Employee I al ticipant Co	Junts
	Lycoming County Non-Union Group	319
	Prison Union	43
	ADA/APD Union	9
	Detective's Union	6
	APO/JPO/DRO Union	27
	Sheriff's Union	10
	Pre-Release Union	18
	COBRA	3
	Pre-65 Retiree	70
	Retiree Senior	225
	Opt-Outs	73

#### G. June Census Employee Participant Counts

#### **II. SCOPE OF SERVICES**

The County Board of Commissioners seeks a health insurance broker to provide services to the County in connection with the County's Health Plan and other employee benefits. The selected broker will perform a full range of services related the acquisition of coverage, selection and monitoring of administrative claims, implementation, enrollment, maintenance, communication, improvement, and cost-savings to the County's health plan and employee benefits. In addition, the broker will be active in selection of a provider and the evaluation and monitoring of the County's health clinic. The selected broker shall provide services, including, but not limited to, the following:

#### A. Analysis, Reporting and Services

- 1. Determine and recommend financially sound plans.
- 2. Assist in the benefit plan design based on the County's goals and objectives.
- 3. Solicit proposals from insurance carriers and evaluate those proposals identifying the most costbeneficial package.
- 4. Assist with Health Fairs as necessary.
- 5. Represent the County in all negotiations with providers regarding plan design, special terms and conditions, and cost.
- 6. Research and advise the County on any new changes regarding employee benefit programs.
- 7. Provide support for benefit and plan administration questions.
- 8. Provide training and compliance for changes in laws and regulations including the health care reform.
- 9. Assist as necessary in developing communication materials and giving advice and recommendations for all employee benefit programs.
- 10. Assist the County with the implementation and communication of new programs or changes to

11. existing programs, which will include attending and presenting information at Open

12. Enrollment meetings.

- 13. Analyze existing coverage and identify or develop cost/saving alternative benefit strategies and plans.
- 14. Assist in the development of long/range goals and strategies, including making projections of potential savings.
- 15. Assist in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
- 16. Provide, maintain and update comparison reports of other public and private companies/benefit plan offerings and costs to determine their competitiveness with programs.
- 17. Provide and assist with COBRA administration.
- 18. Provide financial and/or performance reviews of self/funded plans and programs.
- 19. Prepare, provide, and present various types of reports as needed. Including but not limited to: cost analysis for benefit changes; statistical, financial, forecasting, trend, or experience reports; new products and claim audit reports.
- 20. Regularly monitor & evaluate performance & guarantees for providers, as frequently as on a monthly basis.

#### **B.** Problem Solving

- 1. Act as liaison between plan providers and the County.
- 2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, and assisting employees with selecting plans that meet their needs and responding to questions regarding claim status.
- 3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
- 4. Participate and assist as necessary in appeal, arbitration or court process between ourselves and employees and providers on unresolved issues if needed and provide advice when needed to enforce entity, employee, retiree or their dependents' rights.
- 5. Assist in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

#### C. Compliance

- 1. Assist with ongoing plan administration and ensure that programs are in compliance with Local, State, and Federal legislation, including but not limited to the Affordable Care Act as it pertains to the County's benefit program(s).
- 2. Provide on/site training to staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
- 3. Review and disseminate information to staff on new or revised State and Federal legislation that affects benefits programs.
- 4. Assist staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
- 5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.

#### **D.** Annual Renewal Process and Evaluation

PARTICIPATION IN THE ACTIVITIES LISTED BELOW SHALL OCCUR AT INTERVALS IDENTIFIED BY THE COUNTY TO BEST SUIT ITS PREPARATION AND ADOPTION OF AN ANNUAL BUDGET, AND MAY REQUIRE ATTENDANCE AT MEETINGS FOR THAT PURPOSE, IN ADDITION TO OTHER MEETINGS OUTLINED BELOW.

- 1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, prospective legislation, new delivery systems and geographic healthcare practices to make long/term projections.
- 2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee benefit plans.
- 3. Recommend appropriate contribution rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
- 4. Provide annual estimates of renewal rates and cost trends to assist County in preparation of budget figures.
- 5. Conduct thorough and applicable market research in preparation for contract renewals with respect to all contractors providing services in connection with health plan and employee benefits.
- 6. Represent in all negotiations with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
- 7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
- 8. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
- 9. Review rate proposals to ensure underlying assumptions are appropriate and accurate.

- 10. Attend and coordinate Open Enrollment proceedings. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
- 11. Promote health assessments and wellness clinics.
- 12. Identify and recommend service providers who will provide superior service and savings to the County and its employees with respect to medical and Rx coverage, where applicable.

#### **E.** Other Service Requirements

- 1. Assist in the improvement and implementation of employee wellness program to improve employee health and reduce employee and retiree health care costs, both in the short-term and in the long-term.
- 2. Recommend and help develop enhancements and improvements for communications specific to the needs of employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, and employee orientation materials.
- 3. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
- 4. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

#### **III. MINIMUM QUALIFICATIONS**

- 1. The Bidder shall have experience in the State of Pennsylvania providing brokerage and benefits consulting services to public entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity.
- 2. The Bidder must be legally authorized to do business in the State of Pennsylvania and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
- 3. The proposer shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
- 4. The Bidder shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in Pennsylvania.
- 5. The Bidder's office must provide assurance of reasonable staffing continuity over the contract period.
- 6. Must provide name, position, and cell phone number and email of representative available on a 24/7 emergency basis should the need arise for such contact.
- Submit a one-sentence statement that summarizes why your firm should be the best choice for selection by the County. (Remember, run-on sentences will not be favored; try to limit to 50 words. ("We provide honest, straightforward advice, and competent, professional services, with cost-effective results.")

- 8. A statement that the proposal shall remain valid for a period of not fewer than ninety (90) days from the due date for proposals.
- 9. For each public entity, which you are currently serving, state the "all-in" cost per employee for 2019-2020 for that entity's health plan. "All-in" means all amounts paid in connection with the health plan, including, but not limited to all claims paid, administrative expenses, network fees, employee clinic costs, etc.

#### IV. PROPOSAL FORMAT

#### A. Format

Proposals shall be made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address). Proposals shall be typed and be as brief as possible and not include any unnecessary promotional materials. Seven (7) copies of the proposal are required.

#### **B.** Content (use tabs to separate items 1 -12)

- 1. General Information: Complete the attached General Information Form (Schedule B) and place the form in the front of all proposal submission. This form should be signed by a person duly authorized to bind the firm and proposed account team to submit a response to this RFP solicitation.
- 2. Submit evidence showing compliance with the Minimum Qualification Requirements set forth above.
- 3. Consultant Questionnaire (Schedule C) and include with proposal submission.
- 4. Profile of Firm: This section shall include the firm name, date established and the address of the office that would be assigned the account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include a discussion on the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the proposer or by its subcontractors or affiliates where litigation is still pending or has occurred within the last ten (10) years; or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last ten (10) years.
- 5. Qualifications of the Firm: This section shall include a brief description of the proposer's and any sub consultant's qualifications and summary of previous experience on similar or related projects. Provide a firm and an account team client list from the past five (5) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client; the period services have been provided to each account; the total project cost; and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted for references (use Schedule D format). Be sure to list contact name, organization, title, e-mail address and telephone number for each account.

To the extent the firm may be required to receive, hold, or pay any County funds, the Firm may be required to be bonded or insured. Please confirm that the Firm has appropriate coverage or bonding ability for handling money belonging to the County.

- 6. Project Staffing: The proposer is required to list the key individuals who will be assigned to the account, their qualifications and disciplines. The proposer's staff member who will be handling the account will be an important factor considered by the Review Board. This section shall discuss how the proposer would propose to staff this project. The proposer shall include the following:
  - a. Identify the names and office locations of the Account Manager and key personnel who will be assigned to the account. Describe their areas of responsibility and their education, experience and professional qualifications in those areas with emphasis on public sector organizations.
  - b. List the experience and education requirements and standards for Account Manager.
  - c. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational work flow chart with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.
- 7. Services: Describe the following:
  - a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all unique consulting or brokerage services the firm will offer, please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.
  - b. A description of the group medical, dental, vision, life, etc. volume handled by the firm and by the specific office to which the account would be assigned.
  - c. A list of the principal insurance markets utilized by the firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage: medical, dental, vision, life, accidental death and dismemberment.
  - d. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.
  - e. A sample work plan for insurance renewal and negotiations.
- 8. Client Communication: Describe the following:
  - a. Proposal to maintain open and prompt communication with County Human Resources, employees, retirees and staff seeking assistance from the selected broker.
  - b. Proposal to maintain open and prompt communication with all staff involved in benefit issues.
  - c. Provide information regarding company's financial status and stability.
  - d. Provide evidence of proposer's professional liability coverage.

9. Cost Pricing/Information: This section shall include the Bidder's price for performing the services discussed in the scope of work. Bidders are encouraged, but not required, to quote an annual total fixed flat fee for completing all requirements outlined in the Scope of Work. For all fees requested above, quote for first year and for each of the additional two years that may follow. The annual total fixed fees shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit.

- a. Include a comprehensive specific description indicating how the firm would price the account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. With this description, please include an explanation as to how the firm would provide the best price at the time of negotiations.
- b. State your preference for how payments should be made (e.g., monthly, quarterly, semi-annually).
- c. The County reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to the account.

#### 10. Other Information: Proposals shall also include:

- a. Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of the entity.
- b. The selected broker's office hours (all locations) and availability of all staff members assigned to the account, including a list of dates the office is closed and/or staff is unavailable due to holidays, vacations and other reasons.
- c. Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.
- d. Identify and describe any parent or affiliated companies and /or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint venture.
- e. Complete Schedule E showing work plan.

#### V. INTERVIEWS

The top (3) highest ranked brokers may be selected for interviews.

#### SCHEDULE B GENERAL INFORMATION FORM

Legal Name of Firm:
Firm's Telephone Number:
Street Address:
Firm's Fax Number:
City/State/Zip:
Firm's Web Site Address:
Type of Organization (Corporation, Sole Proprietorship, Partnership, etc.):
Business License (documented):
Taxpayer ID Number (Federal):
Name and Title of Project Manager:
Name, Title and Phone Number of Person Project Correspondence Should be directed to:
E-mail Address:
Listing of Major Subcontractors Proposed and Areas of Responsibility/Phone Number:
Signature     Date
Name and Title of Person Signing Completion of General Information Form:

#### SCHEDULE C CONSULTANT QUESTIONNAIRE

Please submit answers to ALL questions.

- 1. What is your client to consultant ratio?
- 2. Does your firm have any conflict of interest policy? If so, please provide a copy.
- 3. What is your firm's policy/standard for returning phone call, e-mails or written questions?
- 4. If you are the successful new consultant, outline your transition plan with dates, tasks and responsible parties.
- 5. How many days of advance notice would your company require in order to attend meetings?
- 6. How do you track and communicate legislative updates to your clients?
- 7. How do you track and communicate industry trends to your clients?
- 8. Describe how your firm would handle ad-hoc projects that arise due to changes in legislation or other events, which create additional service needs for us.
- 9. Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.
- 10. Should your firm engage the service of a sub consultant for the account, provide the firm's name/names, relevant experience and contact information for the persons who would be the primary and secondary contacts for this engagement, and copies of their biographies/resumes.
- 11. Would the sub consultant's primary and secondary contacts for this engagement make decisions on behalf of your firm?
- 12. Tell us how you monitor and report on provider performance.
- 13. Please provide a description of the services you can provide for COBRA administration, if any, and/or assistance with determining if outsourcing is the best option and the corresponding cost for these services.
- 14. What services does your firm provide for developing Open Enrollment and New Employee Orientation materials? Please provide a separate cost for each program (open enrollment and new employee orientations) if not included in your fee.
- 15. Describe in detail consumer-driven health products and other health insurance options, as well as all other qualified benefits that could be offered.
- 16. What service does your firm provide for developing, expanding and improving a Wellness Program? Please provide the cost for this service if not included in fee.

- 17. Identify and describe how you can provide or offer incentives for healthy behaviors. Please identify if your healthy behaviors program conforms to industry trends or if they provide for innovation.
- 18. Are there any other relevant consulting services that are not listed that you will provide as part of your consulting services to us? Please provide the cost for these services.
- 19. Describe your firm's most noteworthy qualifications for providing the required services. Specifically highlight those qualifications that distinguish you from your competitors.
- 20. List all public agencies to which your firm has provided employee benefits/insurance broker and consulting services.
- 21. What internal resources do you use for conducting clinical audits of disease management, wellness, or other health care vendors?
- 22. Please describe in detail the reports provided to clients on a monthly basis.
- 23. How do you keep client data secure? Any experience with breaches? How would you handle a breach situation?
- 24. Do you offer any performance guaranty? What benchmarks would you suggest for measuring performance?

#### SCHEDULE D CLIENT REFERENCES

Instructions: Provide at least three current and two past clients. At least two of these clients should be public entities. Copy this form as appropriate.

Name of Client: Client Address

Client Contact Name(s) and Title(s)

Client Contact Phone Number(s)

Brief description of work performed for this client (use additional sheets if necessary):

#### SCHEDULE E WORK PLAN

- 1. Overview: This section should establish the Bidder's understanding of the objectives and requirements, demonstrate the Bidder's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.
- 2. Describe succinctly how your firm would accomplish the work and satisfy the objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
- 3. Attach as an appendix a sample insurance renewal proposal your firm prepared for a client of the size and complexity of the entity. You may redact the client and otherwise exclude information deemed proprietary to the client.

# **SECTION 6**

## **PROPOSAL FORM**

### **PROPOSAL FORM**

Important note to Bidders:	It is essential that submitted proposal complies with all of the requirements contained in the RFP. The undersigned Bidder agrees, if this proposal is accepted, to enter into an agreement with the County on the form included in the Contract Documents to perform and furnish all equipment, labor, materials, services, goods or products, hereafter referred to as WORK, as specified or indicated in the contract documents.
This proposal is submitted to:	Lycoming County Controller's Office Lycoming County Executive Plaza Building 330 Pine Street, 2 <sup>nd</sup> Floor Williamsport, PA 17701
This proposal is submitted on from the date of the public open	, 20 This proposal is valid for 60 days ting of the proposals.
This proposal is submitted by:	
Company Name:	
Company Address:	
Main Telephone:	Main Fax:
Communications and questions	concerning this proposal are to be directed to:
-	
Contact Telephone:	Fax:
Contact Email:	
In the event your company is av serve as project liaison/manager Name / Title:	varded a contract as a result of the RFP, the following individual will r:
Office Address:	
Telephone:	Fax:
Email:	

#### **Receipt of Amendments (if applicable)**

In submitting this proposal, Bidder represents that they have received and examined the following RFP Addendums:

Addendum No	Date	
Addendum No	Date	
Addendum No	Date	
Addendum No	Date	

#### **Proposal Pricing**

Unless items are specifically excluded in the proposal, the County shall deem the proposal to be complete and shall not be charged any costs above and beyond the proposal amount as set forth by Bidder herein.

Prices as stated herein shall remain firm throughout the life of the contract.

#### **Authorized Signature of Bidder**

The proposal form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

□ Sole Proprietorship

Partnership

 $\Box$  Corporation

 $\square$  Joint Venture

#### **Bidder attests that:**

1. He/she has thoroughly reviewed the County's RFP and that this proposal is submitted in accordance with the RFP requirements;

2. He/she are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the proposal for all contingencies.

Corporations: The proposal must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.

Company Name		Federal ID#		
Street Address	PO Box	City	State	Zip
Telephone #		Fax #		
WITNESS:		COMPANY:		
Signature (see below)		Signature (see below)		
Name (print)		Name (print)		
Title (print)		Title (print)		

# **SECTION 7**

# **NON-COLLUSION AFFIDAVIT**

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antibid-Rigging Act, <u>62 Pa.C.S.A. § 4501, et seq</u>, government agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the proposal.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the proposal.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately in behalf of each party.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the proposal of another firm, and intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT
Contract/Bid/Proposal
State of
County of
I state that I am (Title) of (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.
<ol> <li>I state that:         <ol> <li>The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder.</li> <li>Neither the price(s) nor the amount of this proposal, and neither the approximate prices(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before proposal opening.</li> <li>No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.</li> <li>The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.</li> <li>(Name of Firm), its affiliates, subsidiaries, officers, and employees are not currently under investigation by any governmental agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding in any public contract, except as follows:</li> </ol></li></ol>
I state that (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the County of Lycoming in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Lycoming of the true facts relating to the submission of proposals for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit the County of Lycoming from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be grounds for consideration on the question of whether the County should decline to award a contract to that person on the basis of lack of responsibility.

	Name:
	Signature:
	Title
SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF, 20	
Notary Public	My Commission Expires: