

THE CITY OF ROCHESTER

Self-Funded Medical

Request for Proposal

March 1, 2019

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I. BACKGROUND

The City of Rochester ("COR") self-funded health insurance plan is governed and controlled by the City's Labor Management Health Care Committee ("LMHCC"). Comprised of leadership from Management (4) and Labor (4), the LMHCC is accountable to Mayor Lovely Warren for managing and controlling the ultimate cost of health insurance for approximately **3,649** active/pre-65 and commercial post-65 retirees and **2,488** Medicare Advantage retirees.

The LMHCC is well educated at the various plan management tools available to them which include plan participant accountability through an incentive based wellness strategy, provider accountability, reimbursements, utilization management, unit cost analysis and related. Selection criteria include but are not limited to disruption, network, data integration (eligibility and claims data), trend management, unit costs and related.

The effective date of coverage is from January 1st to December 31st each year.

The following information is provided to assist you in preparing a response to this RFP.

- The proposed effective date of the new contract(s) will be January 1, 2020. The plan year will operate on a 1/1 to 12/31 basis.
- Annual benefits re-enrollment occurs in November each year.
- These proposed benefits will be offered to all U.S. active employees and retirees.
- Commissions will be payable at a fixed dollar amount. Your rates and fees must not reflect any commissions in your proposal; the commission will be added later.
- The City of Rochester will not be responsible for any expenses incurred in the preparation of any proposal or presentation.
- All information presented in this RFP, including information subsequently disclosed by The City of Rochester during the proposal process, should be considered confidential.
- All information in this RFP will be binding and automatically become part of any future contractual obligation.
- The City of Rochester Healthcare Committee expects to choose one vendor.
- There is also the possibility that The City of Rochester will choose not to offer prescription drug management under the contract. If your quote will differ in any way based on the fact of not having the prescription drug administration, please indicate these differences throughout the proposal.



II. Instructions to Bidders

To assist The City of Rochester and Lawley, LLC, you are asked to submit formal proposals for the plan options requested.

For your proposal to be considered, you must be able to administer or insure these plans as outlined in the attached document.

Outlined below is other important bid information:

1. **Client:**

**City of Rochester
City Hall, Room 103A,
30 Church Street
Rochester, New York 14614**

2. **Questions and Proposal Submission**

*Questions concerning data or the questionnaire should be addressed to Lucas Pichette at Lpichette@lawleyinsurance.com.

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the Lawley Contact by the question deadline stated below. Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the City Contact and will be posted on the City's web page for this RFP.

***Questions must be submitted on or before March 14, 2019. All questions will receive a corresponding answer with distribution to all RFP participants.**

The City will make every reasonable effort to keep Respondents informed about the RFP process. Notifications about Timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Respondents who have provided an e-mail address to the City Contact and will be posted on the City's website for this RFP. The City's failure to provide such information shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

Please submit all proposals to the Lawley office on April 4, 2019.

Lawley
Attention: Lucas Pichette
30 North Union Street
Rochester, New York 14607



Provide (1) electronic version and two (2) original proposals. If you are selected as a finalist, we may request additional original proposals.

**All electronic submissions must be in Microsoft Word/Microsoft Excel format to lpichette@lawleyinsurance.com. Please do not include any pdf documents.*

Do not contact The City of Rochester - its employees and/or staff. Contacting them directly will result in automatic elimination from the bidding process.

All communications by parties who have indicated an intent to submit or have submitted a proposal in response to this RFP ("Respondents"), including any questions or requests for clarifications, submission of the proposal, requests for status updates about the proposal selection process and any other inquiries whatsoever concerning this RFP shall be sent, in writing via email, to Lucas Pichette at Lawley.

3. **Confidentiality**

This RFP is considered confidential information. This request should not be shared, in any way, with any party who is not directly involved in the administration, sales or service process.

All media releases, public announcements or public disclosures regarding your participation in this RFP process will require the prior written approval of The City of Rochester.

4. **Compliance with the RFP**

All responses are to be prepared according to the RFP. **Any item(s) your company cannot accommodate are to be disclosed in writing.**

Any deviations from this request are to be discussed with Lawley in advance of the due date. **After a commitment has been made by The City of Rochester, the TPA will be held strictly responsible for all items contained in their proposal.**

5. **Effective Date**

The tentative effective date of the contract will be **January 1, 2020**

6. **Plan Designs**

Please provide your bid based on the plan designs provided.

7. **Proposed Funding /Service and Discount Guarantees**

A rate guarantee of three years with the ability to offer additional one year options is required. Please provide your company's service and discount guarantees and the amount of the premium rate you are willing to put at risk to meet these guarantees.



8. **Hold Harmless Provision**

The TPA/vendor shall indemnify, hold harmless, and save The City of Rochester and Lawley and their agents, officers and employees harmless from any liability of any nature or kind, including costs, expenses, and attorney's fees, for harm suffered by an entity or person as a result of the negligent, reckless, or willful acts or commissions by the TPA/vendor, its officers, agents or employees.

9. **Accuracy of Information in Specifications**

The information contained in these specifications is furnished for the convenience of the bidders. Each bidder must carefully examine these specifications and make whatever reasonable inquiries deemed necessary for underwriting and rating purposes.

If conditions or exposures are determined to be at variance with information contained herein, bidders are to use the information furnished (and subsequently by addenda only) for quotation purposes and submit adjustments to contemplate the variances. All bidders obtaining the specifications must make certain that each service provider furnished with the specifications is also furnished with subsequent addenda, if issued.

10. **Conditioned Bid and Recommendations**

Every bid must indicate the bidder's willingness to provide the service proposed at the price proposed without qualification. If acceptance of any contract is predicated upon compliance with certain recommendations, they must be clearly indicated in the bid together with an anticipated date of compliance. **If there are additional feasible recommendations that would result in cost savings, such recommendations should be separately stated together with the amount of savings for each.**

11. **Deviations and Alternate Proposals**

A declaration of *all* deviations from the specifications must be clearly stated in the Bidder's Questionnaire. Except for stated deviations, the service contract must provide all services in these specifications with no unusual limitations. The submission of specimen contracts shall not waive or modify the requirement to declare all deviations from these specifications.

12. **Eligibility, Current Coverage and Plan Designs:**

An Electronic medical census is included in the RFP.

Summary plan designs are included as an attachment to this RFP.



III. TIMELINE

The following schedule has been established for selecting a vendor:

RFP submitted via e-mail to carriers	March 1, 2019
Intent to bid	March 8, 2019
Deadline for carrier questions	March 14, 2019
Questions Responses	March 19, 2019
Deadline responses to Lawley	April 4, 2019
Lawley reviews responses with City of Rochester	Week of April 29, 2019
Finalist Presentations	Week of May 20, 2019
Business Awarded	June 7, 2019
Implementation Begins	June 21, 2019
Effective date	January 1, 2020

Any changes in the timeline are at the sole discretion of The City of Rochester (although we will try to remain on this schedule as closely as possible). Please note that all bidders are expected to have the appropriate staff available for the finalist meetings and on-site reviews during the weeks indicated above.

IV. MEDICAL BIDDER'S QUESTIONNAIRE

1. Implementation

- a) Provide the names, duties and qualifications of the individuals who will be involved in the implementation of the plans.
- b) During and after implementation, who will be the overall Account Manager?
- c) Submit an implementation work plan outlining the transition and administrative support your company would award if awarded the business. Include expected timeframes and responsible parties.
- d) What on-site assistance will your company provide during transition? Will Account Managers or Service Representatives attend open enrollment meetings?

2. Account Management

- a) Please list the names, title, telephone number and email address for all members of the proposed Account Service Team.
- b) Provide a brief resume of the individuals that will be assigned to the Account Service Team.



3. Client Service

- a) Describe the staffing of the location that would service The City of Rochester including number of employees and positions held.
- b) Contact:
 - a. Who is the direct contact person for problems and questions?
 - b. Does he/she control the account or just pass on information?
 - c. How many layers between the contact and person who will make the decisions?
- c) Caseloads:
 - 1. What is the caseload of person(s) who will service The City of Rochester?
- d) Provide resumes detailing the qualifications and experience of key personnel to be providing Claims Administration services and ongoing client customer service representation.

V. ADDITIONAL PRICING DOCUMENTS:

Please complete the following Documents:

- Medical Rate Quote
- Repricing File (Complete Columns in Purple)
- MWBE Workforce Utilization Form & Form A

VI. VENDOR REQUIREMENTS:

- **Performance:** Bidders must have the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP. Subcontracting of services is not permitted without advance, express written consent. Services must be provided by the entity submitting proposal.
- **Confidentiality:** This document contains information (and Bidders may have access to) confidential information of The City of Rochester and/or its affiliates. Bidders are authorized to use this information solely in connection with the preparation of a response to this RFP and fulfillment of any resulting purchase order or contract award. In submitting response(s) to this RFP, Bidder(s) agree and represent that the Bidder(s) will not directly or indirectly use the Confidential Information beyond the scope of the authority granted by The City of Rochester or disseminate, disclose or in any way reveal the Confidential Information or any part thereof, except upon the express written approval of The City of Rochester. The City of Rochester will keep all documents received from Bidders on a confidential basis.



- **Disclosure of Potential Conflicts of Interest:** If Bidder, or any director, officer, employee or owner of Bidder has a business or personal relationship with a director, officer or employee of The City of Rochester (or its affiliates) that may create a conflict of interest, or appearance of impropriety, for or relating to such director, officer or employee in connection with the entry into, or ongoing performance of, the transaction(s) or service(s) contemplated under this RFP, Bidder must disclose such conflict to Lawley, in writing, to the extent Bidder has knowledge thereof.
- **Conditions:** Bidders shall question the conditions under which the goods and/or services will be used by The City of Rochester to guarantee the goods and/or services will be of sufficient quality and fit for the purposes of the bid specification. To proceed with the supply of goods and/or services shall mean acceptance of site conditions. Failure to comply with this clause shall in no way serve as the basis of any claims by the Bidder against The City of Rochester. No allowances will be made for failure to make proper site investigations or to completely understand the full nature of the requirements involved.
- **Intellectual Property Indemnification:** Awarded Vendor, at its own expense, will defend, indemnify and hold The City of Rochester harmless in any third party action brought against The City of Rochester to the extent that it is based on a claim that all or part of the goods or services supplied by Awarded Vendor and used as directed infringe any third party trademarks, copyrights, patents, or other intellectual property rights.
- **Standard Service Agreement:** Awarded Vendor will be expected to sign The City of Rochester's standard Professional Services Agreement, subject to such changes as are necessary to reflect the terms of this RFP and Awarded Vendor's bid or proposal, and such further changes as the parties, acting reasonably, may agree.

VII. BID INFORMATION:

- This RFP does not commit The City of Rochester to award a contract, to pay any costs incurred in the preparation of the RFP, nor to procure or contract for services or supplies.
- **Alternate Proposals** (if applicable) are accepted based on the following conditions: The City of Rochester will consider alternative proposals from Bidders provided they have submitted a response based on the original requirements. The alternative Proposal will be submitted separate and apart from the basic Proposal. It is assumed that the materials included in the alternate Proposal meet all of the qualifications of the original Proposal. Bidders must apply in



writing for The City of Rochester's permission to use substitute materials or methods. In such circumstances, the Bidder must state the return on investment/benefit(s) in increased efficiency, longevity and or monetary value to be derived through use of substitute materials or methods.

- **Proposal:** Awarded Vendors should expect that their response to the RFP and any accompanying supporting materials (collectively, the "Proposal") will be incorporated into any contract signed with The City of Rochester.
- **Payment Terms:** Please provide your most competitive pricing and any additional offers. The City of Rochester will compensate Awarded Vendors based on submitted invoices according to payment and cycle dates mutually agreed upon and stated in the contract. The City of Rochester's standard payment terms are FOB destination, Net 30 days after delivery of goods and/or services and receipt of a correct invoice. Bidder is encouraged to indicate any additional early payment/ discount terms in its Proposal. It is the policy of The City of Rochester not to provide deposits unless significant discounts or special circumstances apply.
- **The City of Rochester Standard Terms and Conditions:** Any purchase order or contract flowing from this RFP is subject to the terms and conditions hereof as well as to The City of Rochester Terms and Conditions which are available on the following website: <http://www.cityofrochester.gov>. Reference to, or inclusion of, the Bidder's preprinted terms and conditions with Bidder's Proposal will not be considered as exception to The City of Rochester Terms and Conditions.
- **Audit/Performance Review:** The City of Rochester must be permitted to conduct financial or inventory audit(s) with any or all of its Procurement, Financial and/or Internal Audit resources (or using a third party accounting/auditing firm)during or after the term of the contract with Awarded Vendor. Contract audits may also be performed periodically to evaluate performance against pre-determined metrics and focus on what can be improved.
- **Business Continuity:** For RFP's involving strategic commodities/services, provide an overview of your disaster recovery/business continuity plan (the "Plan"). The Plan indicates how Bidder minimizes the risk of interruption to Bidder's ability to provide the goods and/or services contemplated in this RFP in the event of specified occurrence ; Bidder's critical supplier strategy to ensure continuity of suppliers in such event; and Bidders process or criteria for prioritizing customer demands during a crisis.
- The City of Rochester reserves the right to assess damages for the non-delivery of goods/services.



- The City of Rochester reserves the right to terminate or rescind any agreement, contract or purchase order if, in its opinion, there is a failure by the Awarded Vendor (s), at any time, to perform/supply adequately the stipulations of the Scope of Work, as stipulated in this RFP, the contract or purchase order, or if the goods or services supplied by the Awarded Vendor are, in the opinion of The City of Rochester of unacceptable quality.
- **Bid Validity:** Bidder's bid submission shall remain valid a minimum of ninety (90) days from the bid closing date.

VIII. PROPOSAL EVALUATION/VENDOR SELECTION:

The following is a summary of the proposal evaluation criteria. It is within the City's sole discretion to determine the value assigned to each of these criteria.

- **Proposal:** The Respondent's comprehension of the needs of the City as demonstrated by its description of its approach to the elements listed in the Scope of Services section of this RFP.
- **Experience:** The Respondent's relevant experience in providing the same or similar services.
- **Cost:** The total cost of the Respondent's proposal is important to the City, however, based on the evaluation of the other criteria, the City will not necessarily select the lowest bidder.
- **References:** Evaluation of the Respondent's work for previous clients receiving similar services to those proposed in this RFP.
- **Commitment of key principals to the Project:** Demonstration of availability of senior-level staff or associates to be assigned to this Project to ensure depth, accountability, and diversity of perspective.
- **MWBE and Workforce Goals:** The City of Rochester desires to encourage minority and women owned (MWBE) businesses to participate in opportunities to enter into PSAs with the City and to encourage minorities and women in the workforce. Pursuant to Ordinance No. 2018-54, the City has a goal that 30% of the aggregate annual contract awards for professional service contracts over \$10,000 be awarded to minorities (M) (15%) and women (W) (15%). The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts. For more information please see <http://www.cityofrochester.gov/mwbe>.



Respondents shall be awarded MWBE bonus weighting as follows:

1. The City will give preference to vendors who are New York State certified MWBEs.
2. The City will give preference to vendors who utilize state certified MWBE subcontractors with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified MWBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. If one or more MWBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours budgeted for this project, the consultant shall receive an additional weighting. If MWBE subcontractors will perform more than 20% of the work of the contract, the vendor shall receive an additional weighting.
3. Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an MWBE vendor or for use of MWBE subcontractors. If one or more MWBE subcontractors are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an MWBE Utilization Plan on the City's form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.
 - a. If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the vendor shall submit a revised MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE subcontractors during the term of the PSA.
4. The City will give preference to vendors who meet or exceed the City's workforce goals, which are: 20% M and 6.9% W. Vendors who demonstrate that their and/or their subcontractors' workforce on this project meets or exceeds these goals shall receive an additional weighting. If selected, the Respondent shall submit a Workforce Staffing Plan on the City's Form for review by the MWBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final



determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

5. If selected, the Respondent shall provide MWBE utilization and subcontractor/supplier payment certification and/or workforce utilization reports on the City's forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
6. A failure to submit the required subcontractor/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Respondent fails to meet the most recent MWBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.

City of Rochester location preference: The City favors contracting with firms located in the City of Rochester and a preference will be given to Consultants located in the City. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.

Other Criteria: Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Project to do so.

The selection of a vendor is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Consultants to serve the City's best interest.

- Proposals will be evaluated to determine their completeness and compliance with the mandatory requirements and qualifications specified throughout this document. Failure to comply with one or more of these requirements may result in the proposal being judged non-responsive. The City of Rochester reserves the right to waive deviations it deems non-material and/or to reject any and all Proposals in its sole discretion.
- Those Bidders whose proposals are judged most suitable will be considered high-ranking contenders for contract award and may be asked for additional information to verify financial stability, emergency response/business continuity plans, and other pertinent questions to validate the viability of the business relationship. Bidders at this point, may also be asked to interview with (or



present to) The City of Rochester's commodity team or management dependent on goods/services.

- A final Bidder (occasionally Bidders) will be selected and will have the opportunity to discuss provisions of their proposal with The City of Rochester. Should negotiations fail, The City of Rochester will return to the finalist list and initiate negotiations with one or more alternate Bidders.

IX. CERTIFICATIONS AND REPRESENTATIONS- the Bidder certifies the following:

- Bidder is a reputable company fully qualified and regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP.
- Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- Bidder understands the requirements and specifications set forth in this RFP and affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.
- All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Bidder acknowledges that The City of Rochester will rely on such statements, information and representations in selecting the Awarded Vendor. If selected by The City of Rochester as the Awarded Vendor, Bidder will notify The City of Rochester immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- I, the undersigned, hereby certify that I am authorized to sign as a representative for the Bidder listed below:

Legal Name of Bidder: _____

DBA (if applicable): _____

Address: _____

Telephone: _____ **Fax:** _____

E-Mail: _____

Website: _____

Representative's Signature: _____

Representative's Printed Name: _____

Representative's Printed Title: _____

Date: _____

