



**The City of York
Pennsylvania**

Honorable Michael R. Helfrich, Mayor

**HEALTH BENEFIT BROKER/CONSULTANT-
SERVICES PROPOSAL**

REQUEST FOR PROPOSAL

Responses due by

July 02, 2018

INTRODUCTION

The City of York, Pennsylvania, a City of the 3rd Class of the Commonwealth of Pennsylvania, invites proposals to provide Health Benefit Consultant services to the City for the City's six self-funded employee health and welfare fund programs. The purpose of this RFP is to hire a benefits broker/consultant to help identify areas to reduce the City's liabilities for health care costs.

The City of York's self-funded health and welfare fund is made up of 18 divisions, they include:

- Fraternal Order of Police (FOP) – Active employees, retirees under the age of 65 and over the age 65.
- International Association of Fire Fighters (IAFF) – Active employees, retirees under the age of 65 and over the age 65.
- International of Brotherhood of Teamsters Local 776 (Teamsters) - Active employees, retirees under the age of 65 and over the age 65.
- York Public Employee Assistants (YPEA) - Active employees, retirees under the age of 65 and over the age 65.
- International Brotherhood of Electrical Workers (IBEW) - Active employees, retirees under the age of 65 and over the age 65.
- Non-Union Employees and Supervisors (NAFF) - Active employees, retirees under the age of 65 and over the age 65.

VOLUME STATISTICS

The following statistics are provided as basis for your sizing of the effort associated with this program.

- Total live: 1,199
- 597 participating employees and retirees on health plan.
- 602 dependents covered under the employees and retirees' health plan.
- Capital Blue Cross acts as the third-party administrator for medical benefits.
- Delta Dental is the third-party administrator for dental insurance.
- Vision Benefits of America provides a fully insured vision plan.
- Prescription coverage is provided through Express Scripts.
- Life Insurance – provided by the City of York via Reliance Standard
- Accidental Death and Dismemberment Insurance – provided by the City of York via Reliance Standard

PROPOSAL SUBMISSION

PROPOSAL SUBMISSION

Mail 5 copies to:
Thomas Allen Ray, Deputy Business Administrator – Human Resources
101 South George Street
P. O. Box 509
York, PA. 17405

Or Electronically to:
tray@yorkcity.org

Bidder is cautioned to allow adequate delivery time to ensure timely delivery of the bid proposal. A late bid proposal is ineligible for consideration and will be returned unopened to the bidder.

The envelope must be marked prominently on the outside:

“HEALTH BENEFIT BROKER/CONSULTANT- SERVICES PROPOSAL”

3. Proposals may be mailed, hand delivered, or submitted electronically. Proposals submitted electronically should be sent to tray@yorkcity.org by 2:00 PM on July 2, 2018.
4. Proposals will be handled confidentially by the City during the pre-award period.
5. The City of York will not be responsible for any expenses incurred by a proposer in connection with this request for proposals.
6. Acceptance of a proposal is subject to approval by the Council of the City of York.

A. QUESTIONS

1. Any questions concerning this Request for Proposals should be in writing and directed to Thomas Allen Ray, Deputy Business Administrator – Human Resources at 717-849-2323 or by email at tray@yorkcity.org.

I. GENERAL CONDITIONS

- A. No verbal instructions or verbal information to proposers will be binding on the City. The written specifications will be considered clear and complete unless written attention is called to any apparent contradiction, vague or ambiguous provision before the opening of the proposals. Any alterations to the specifications will be made in the form of written addenda, which will be mailed to anyone who has received an RFP package. The addenda will be considered part of these specifications.
- B. Submission of the proposal will be considered conclusive evidence of the proposer’s complete examination and understanding of the specifications.
- C. The City reserves the right to:
 1. Reject any or all proposals
 2. Request additional information in evaluating and accepting a proposal
 3. Exercise its sole discretion in evaluating and accepting a proposal
 4. Waive minor irregularities in procedures or proposals if it is deemed in the best interest of the City of York
 5. To negotiate with proposers to establish variations from the original proposal, including proposed cost, which may be in the interest of the City.

- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to the specifications, will be most advantageous to the City, price and other factors considered, such as delivery time, quality, service, etc. The award might not be made to the firm with the lowest cost.
- E. The City shall have the right, without invalidating the contract, to make additions to, or deductions from, the items of work covered by the specifications. If such changes are made an equitable price adjustment shall be made between the City and the proposer. Any such adjustments in price shall be made in writing.
- F. Proposer's requesting additional information and/or clarifications to the proposal specifications shall submit the inquiries to the Department of Business Administration directed to Thomas Allen Ray, Deputy Business Administrator - HR, in writing, not less than five (5) working days prior to the proposal opening date. Inquiries received less than five (5) working days prior to the proposal opening date will not receive responses. See paragraph A above for additional clarification.
- G. The proposer will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, national origin, sexual orientation or handicap. The proposer will take affirmative action to ensure that applicants are employed without regard to race, color, religion, gender, age, handicap, sexual orientation or national origin. Proposers will take steps to ensure employees are treated, during employment, without regard to race, color, religion, sex, age, handicap, sexual orientation or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- H. Any contract created as a result of this Request for Proposals shall provide for cancellation by the City for unsatisfactory performance by the contractor, with prior notice and opportunity to cure. Such cancellation shall be with sixty (60) days notice.
- I. The vendor shall assume the defense of and indemnify and hold harmless the City, its officers, agents and employees from and against all claims, demands, actions, suits and proceeding by others and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of the firm/proposer in their performance of this contract.
- J. Provide a privacy policy, which explains how the proposer collects information about City of York employees, the type of information the proposer collects, and what information the proposer may disclose about City of York employees to nonaffiliated entities.
- K. Article 136 (12%): Local and Disadvantaged Business Enterprise Program – In evaluating bids and proposals, agencies shall award preferences in the

form of points (in the case of proposals) or a percentage reduction in price (in the case of bids) as follows:

- i. Eight points of a possible 100, eight percent (8%), for local business enterprises.
- ii. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones.
- iii. Four points of a possible 100, four percent (4%), for a small business enterprise as defined herein.
- iv. However, in no event shall any bidder receive greater than twelve points of a possible 100, twelve percent (12%), preference.

II. PROPOSAL REQUIREMENTS

All proposers shall state in their written proposal how they will provide the following services:

History:

The bidder should provide the history of your firm, particularly your employee benefit division.

Location:

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and the individual to contact.

Organizational Chart:

If more than two people would be assigned to the City of York's account, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

Include a brief description of the qualifications, current job functions, proposed roles on the City of York account team and office location (s). Designate a principal of the firm who would be ultimately responsible for the relationship and an Account manager who would provide day-to-day direction of the required work. Furnish resumes (not more than two pages long) for all key personnel; include as an appendix, not in the body of the proposal.

Resources:

The bidder should include a description of the bidder's capabilities, corporate resources, software, national and regional benefit data warehouses, etc. that would indicate the bidder's ability to demonstrate best practices regionally and nationally, trends in benefit designs and plan costs, and innovative concepts and designs by other providers or employers.

Describe your underwriting resources, procedures and staff.

Compensation:

Participants are requested to provide thoughts about compensation including:

As compensation to the successful bidder, for the services rendered, THE CITY OF YORK will pay a flat fee in quarterly installments on January 15th; April 15th; July 15th; and October 15th. In receiving this service fee, the successful bidder will not receive commission dollars on the placement of any insurance policy!

Compensation: Please provide a compensation amount/arrangement you believe to be fair to all parties involved. Be specific as to what activities and services are included in your compensation. Also, specify the services and/or activities that would be subject to additional charges or fees, and the approximate dollar amount of all fees. Please avoid generalizations. Explain any contingent commission structure you may have with service providers.

Describe your Company's transparency policy/ initiatives, if any. Please include a specimen service agreement.

Before final broker selection we will progress with further compensation negotiation. We realize that all compensation issues require further dialogue.

Savings:

Bidder will explain how they plan to save the City of York money and how they will demonstrate the savings.

What services does your company offer to assist clients in cost reduction? Please list continuous improvement opportunities to reduce the total cost of benefit plans over the length of the agreement.

Sample Reports:

Will your organization provide a wellness and preventive health analysis of our employees and claims experience? Please provide us with a sample report.

Do you prepare alternative funding analyses and conduct actuarial analyses of claims reserves and funding requirements as requested?

Do clients have access to the data for ad hoc queries? Please provide us with a sample report.

HIPPA:

Explain what steps you have taken to become HIPPA Compliant?

Client Services:

Bidder please describe how you will help with the management of insurance, including monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports, underwriting analysis for annual renewals; annual financial projections for budgeting purposes; and alternative funding analyses.

How will you assist with the development of performance guarantees relating to the vendors' performance of services to the City of York and evaluate the performance of the vendors.

Please explain how you will assist us in staying compliant with ERISA and the Affordable Care Act, for example the 1094/1095 reporting.

Describe your firm's philosophy for servicing an account and commitment to customer service and quality assurance. How do clients provide feedback on your services?

Identify up to three of your most recent client wins. List any other public agencies to which your firm has provided employee benefits broker and consulting services.

If there are any services that your firm can not provide, please identify them.

Strategic Planning:

1. Provide recommendations to improve the quality and reduce the cost of York City's self funded health insurance plan.
2. Plan, schedule and conduct planning sessions (typically 3 to 5) with City of York's Human Resource staff to review current program performance and develop recommendations for design or pricing changes.
3. Describe your renewal process and timelines.
4. Prepare draft reports to be used by Human Resource staff to present upcoming year recommendations to senior management.
5. Attend the annual review/planning meetings with Erin Group Administrations and Express Scripts.

Benchmark Information:

Please identify your firm's capability to provide current credible competitive data in the following areas:

- a. Health Care
- b. Disability Management
- c. Dental
- d. Life Insurance
- e. Prescription Drugs
- f. Vision Care
- g. Wellness
- h. Other Benefits

Benefits Administration Services:

1. Monthly vendor invoice reconciliation:
 - a. Generate monthly reports needed to calculate premium owed on self-billed plans (life insurance, voluntary plans);
 - b. Complete monthly premium statements for stop loss premium invoicing and Third-Party Administrator fees;
 - c. Reconcile monthly billing for fully insured plans (vision)
 - d. Verify employee/dependent additions and terminations
2. York City Customer Service and Support:
 - a. Generate communication to explain the process of contacting successful bidder for benefits questions and/or concerns;
 - b. Implement the 1-800 call number for employee use
 - c. Provide instructions on the use of secure email
3. New Hire on Boarding:
 - a. Load and/or insure new hire data has been in putted and sent to carriers via the benefits administration software (currently ADP)
 - b. Participate in on-site new hire orientation, including the delivery of all legally required new hire notices.
4. Termination/retirement:
 - a. Update employee records with benefits administration software;
 - b. Notify COBRA administration vendor;
 - c. Verify termination records have passed to vendors
5. Open Enrollment:
 - a. Coordinate all communication materials including required annual notices

- b. Post updated materials to the benefits platform for employee reference
 - c. On-site support for employees requiring support navigating the benefits administration site
 - d. Execute post Open Enrollment audit reports including payroll change report
6. Mid-Year Qualifying Event Changes:
- a. Review process request for mid-year change based on City guidelines
 - b. Communicate with employees regarding the approval/denial of requested change(s)
 - c. Provide payroll with deduction changes as needed

Insurance:

Minimum coverage's required – The consultant selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. The consultant is also responsible for its subcontractors maintaining sufficient limits of the same coverage required by the consultant and the consultant is responsible for collecting certificates of insurance from subcontractors, as per below:

- Workers' Compensation and Employer's Liability – All employers, including consultant that employ subject workers who work under this contract shall comply with the State Workers' Compensation laws applicable to the State where the work is performed. The consultant shall ensure that each of its subcontractors complies with these requirements.
- Consultant shall obtain, at consultant's expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the consultant, its subcontractors, agents, officers, or employees' performance under the contract. Combined single limit per occurrence shall not be less than \$1,000,000 and annual aggregate limit shall not be less than \$2,000,000.

References:

Please provide references that include: name, address, phone number, and length of time associated with your organization. Please provide a minimum of four references, including at least one that is a previous client.

Describe your firm's most noteworthy qualifications for providing the required services to the City of York including years of experience providing like services. Specifically highlight those qualifications that distinguish you from others.

RFP Schedule

The proposed schedule for completion of this Project

Activity	Target Date
1. RFP Sent to Brokers	June 01, 2018
2. Deadline for Initial Questions to RFP	June 15, 2018
3. Qualifications and Proposals received from Respondents	July 02, 2018
4. Notification of Selection of Respondents to Final Phase	July 15, 2018
5. Meeting with Finalists Completed	August 01, 2018
6. Selection of broker	August 15, 2018

III. INQUIRIES

All inquiries and related correspondence including requests for additional information or clarification of data, terms and conditions, or specifications within the scope of this Request for Proposal should be addressed to:

Thomas Allen Ray, Deputy Business Administrator – Human Resources
City of York
101 South George Street
P. O. Box 509
York, Pennsylvania 17401
(717) 849-2323 (Office)
(717) 848-3590 FAX
tray@yorkcity.org

IV. UNACCEPTABLE PROPOSALS

No proposal will be accepted from, or contract awarded to, any natural person(s), partnership, joint venture, or corporation that is in arrears or is in default to the City of York upon any debt or contract, or that is a defaulter as surety or otherwise, upon any

obligation to either entity, or has failed to perform faithfully any previous contract with the City of York.

V. APPENDIX A

The forms contained in Appendix A shall be returned with the response to this RFP.

APPENDIX A: FORMS

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids 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 bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. 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 bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of York or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of York, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of York in awarding the Contract(s) for which this Bid is submitted. I understand, and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of York of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires:

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF YORK**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of York (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

VI. Name of Provider _____

VII. Authorized Signatory By: _____

VIII. Title: _____
President or Vice President

Attest: _____

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF YORK, dated _____, 20 __, providing for the _____

_____ City of York,
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said _____ by the City of York, receipt whereof is hereby acknowledged, the said _____ agrees to indemnify and save harmless the CITY OF YORK, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this ____ day of _____, 20 __.

By: _____

Title: _____

ATTEST:

(Title)

STIPULATION AGAINST LIENS

WHEREAS, _____, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated _____, 20____, with _____ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:

as set forth in the CONTRACT DOCUMENTS as prepared by the City of York.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the York County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day _____ of 20____ .

(SEAL)

(CITY OF YORK)

ATTEST:

TITLE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

(SEAL)

(CONTRACTOR)

ATTEST:

BY: _____

TITLE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

—