

# Florida's Warmest Welcome

CITY OF POMPANO BEACH REQUEST FOR PROPOSALS E-37-18

**GROUP HEALTH BENEFITS COVERAGE** 

RFP OPENING: July 16, 2018 2:00 P.M. PURCHASING OFFICE 1190 N.E. 3RD AVENUE, BUILDING C (Front) POMPANO BEACH, FLORIDA 33060

## CITY OF POMPANO BEACH, FLORIDA

## REQUEST FOR PROPOSALS E-37-18 GROUP HEALTH BENEFITS COVERAGE

The City is seeking proposals from qualified firms to provide Group Health Benefits Coverage to the City for an initial term of one year, with the option of four additional one-year terms.

The City will receive sealed proposals until <u>2:00 p.m. (local), July 16, 2018</u>. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from eBid Svstem the as а pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

## A. BACKGROUND INFORMATION

The City of Pompano Beach currently provides Medical, Dental and Discount Vision benefits through two plan options: PREFERRED PROVIDER ORGANIZATION (PPO) and HEALTH MAINTENANCE ORGANIZATION (HMO).

The current plan has been fully insured through Florida Blue (formerly Blue Cross Blue Shield of Florida) since October 1, 1999. Network services for Medical care are provided through the Blue Cross Blue Shield Florida network. Dental coverage is provided through Florida Combined Life, and Vision is covered by a discount value-added program offered by Blue Cross Blue Shield of Florida.

The City pays all of the employee cost and 50% of the dependent cost. There are four basic categories of participants: General, Fire, Retirees and COBRA. Retirees and COBRA participants pay all of their own premium costs. Active employee benefits are subject to union contracts.

Coverage for Mental/Nervous and Substance Abuse treatment are currently provided pursuant to State and Federal law.

Coverage for the Employee Assistance Program are currently supplemented through an Employee Assistance Program provided separately through HealthAdvocate Solutions and are carved out of the current basic group health program with the current health care provider.

The following Exhibits are furnished for informational purposes:

Exhibit A - Premium / Claims History by Policy Year

Exhibit B - Employee Census (PPO / HMO, including Employee and Retiree Demographics)

Exhibit C - Summary of Benefits - Group Health including Mental Nervous / Substance Abuse

Exhibit D - Summary of Benefits – Employee Assistance Program and Claims Experience

Exhibit E – Monitoring by Utilization and Enrollment

Exhibit F – High Cost Claim Summary

Exhibit G – Provider Match

## B. <u>COVERAGE'S REQUESTED</u>

- 1. The City requests proposals for full replacement of the current program, including PPO, HMO, Prescription Drug, Dental, and Vision benefits. Benefits should be equal to or better than the existing plan. Preference will be given to those companies that can provide all services under one billing/administrative entity.
- 2. Each proposal should be presented based on current enrollment, as follows:

CURRENT ENROLLMENT as of April 2018	INDIVIDUAL UNITS	DEPENDENT UNITS
Preferred Provider Organization (PPO) Full Time EE's	170	141
Health Maintenance Organization (HMO) Full Time EE's	266	130
Retirees	75	26
COBRA	0	0

- 3. A quote for high-deductible PPO is requested **in addition to the above**. Quote should be for a plan with a \$250/\$500 deductible, \$25 co-pay, 80%/70% coinsurance, and a three-tier prescription drug formulary. For all general and management employees, effective 10/1/18 the deductible shall be changed for the PPO plan to \$500 for single coverage and to \$750 for dependent coverage, and the deductible for the HMO plan shall remain at \$250/\$500. For sworn fire employees in the bargaining unit, the deductible remains \$250/\$500 for both PPO and HMO. The City may or may not choose to add this plan to the host of benefits. A prescription drug program must be submitted for each plan. Only the additional, high deductible PPO quote may contain a drug formulary.
- 4. A Medicare Single/Double/Family rate must be provided for Medicare-age retirees. All retirees enrolled in the plan will continue to pay 100% of the premium.
- 5. The City requests that all proposal rates be guaranteed to be effective for

October 1, 2018. The City prefers fixed cost multi year proposals, or plans with renewal caps based upon defined formulas, for up to four (4) years. In no event shall initial renewal rates be guaranteed for less than a twelve (12) month period.

- 6. The City currently offers a two-tiered premium for active employees, including Single and Full Family. A quote is requested for alternative three-tiered and four- tiered premium models including: Employee Only, Employee +1, and Full Family, with the four-tiered option including Employee + Spouse. This is requested in addition to the existing two-tier premium structure. The City may or may not choose to elect this premium model.
- 7. Quotes should reflect compliance with all current Federal Health Care Reform and State Group Health and Mental Health Parity Laws and Regulations. Accordingly, the City requests a separate additional quote, to include Employee Assistance – Mental/Nervous and Substance Abuse benefits as part of the overall group health insurance package.

## C. <u>SERVICES REQUESTED/QUALIFICATIONS</u>

1. The selected Proposer must provide a superior level of service at an acceptable net cost to the City and its employees.

## "Service" will include:

- Conducting enrollment (usually scheduled for the August timeframe); initial enrollment and subsequent, with new ID card(s), plan documents, summary of plan benefits, access to on-line enrollment, claims review, full on-line access to wellness program, information and health coach(es).
- Supplying annual communication materials, including plan documents and network provider directories;
- Provide and conduct Employee Health Risk Assessments, and Wellness Programs.
- Participation in annual enrollment, annual Health Fair and monthly education meetings, as required;
- Providing a designated representative(s) to assist employees *promptly* with claims situations, providing a superior level of customer service;
- Verifying eligibility;
- Assisting the City with billing;
- Providing comprehensive claim and utilization reports monthly;
- Assisting with reporting and disclosure requirements.
- Assisting the Risk Management Division with various plan-related matters as they arise.
- Ensure compliance with all applicable City, County, State and Federal Laws.
- 2. Proposer must have a history of providing similar services to both public and private sector clients, specifically in South Florida.

- 3. Financial stability. Also, all carriers must be rated "B+" or above. Please provide a current copy of your A.M. Best rating.
- 4. High-quality, accessible provider networks that are sufficient to meet the multiple needs and geographic diversity of a group in excess of 778. Provider networks must include hospital, physician and other provider services concentrated in Broward, Dade, Martin, Monroe and Palm Beach Counties, as well as statewide services and out of state (and country) services to vacationing or traveling employees.
- 5. Proposer must express their willingness to enlist additional providers, at the City's request.
- 6. Proposer must commit to providing designated account representatives to respond to telephone queries, and no recorded messages during office hours.
- 7. Proposer must express willingness to adjust to City's administration schedule and practices.
- 8. Proposer must make a positive commitment to provide staff for City's scheduled open enrollment period, usually in August, as well as participation in Employee Health Fair and Health Risk Assessments.
- 9. Proposer must commit to negotiate with the City the approval of certain drugs which may be otherwise excluded under the master policy.
- 10. Proposal must include a set schedule for Chiropractic benefits rather than paying on "reasonable and customary" basis.
- 11. Selected Proposer must provide COBRA administration services to include initial notification; follow up notices, lapse and cancellation notices, as well as premium collection and accounting. All current COBRA participants must be provided coverage on the new plans.
- 12. Actively at Work Provision should be waived in your proposal.
- 13. Proposer must include a "Provider Interruption Report and Analysis" based on the service provider detail provided in this BID document.

# The order in which these items have been listed does not necessarily reflect their order of importance.

## D. <u>Term of Contract</u>

The initial contract period shall be one year, commencing October 1, 2018, or upon award by the appropriate City officials, whichever date is later.

The contract may be renewed for four (4) additional one-year periods, contingent upon Contractor's performance as determined by the City, and mutual acceptance of renewal by both parties.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to provide service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated at the rates in effect when this extension clause is invoked by the City.

The Affordable Care Act requires Health Options, Inc. to rebate part of the premiums it received if it does not spend at least 85% percent of the premiums Health Options, Inc. receives on health care services, such as doctors and hospital bills and activities to improve health care quality, such as efforts to improve patient safety. No more than 15% percent of premiums may be spent on administrative costs such as salaries, sales and advertising. This is referred to as the Medical Loss Ratio standard or the 85/15 rule. The 85/15 rule in the Affordable Care Act is intended to ensure that consumers get value for their health care dollars.

## Wellness Funding:

As part of our Wellness initiative, the City currently receives \$100,000 for our Wellness Program group incentive.

## E. <u>Required Proposal Submittal</u>

## Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal**: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

### Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

### Table of Contents:

Include a clear identification of the material by section and by page.

## Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

### Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Complete the proposal rate sheets on pages 23-25 of the RFP, and include in your proposal.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

## Provider Match:

Provide Interruption Report and Analysis

## **Questionnaire and Fact Sheet:**

Provide answers to all items listed in the City's Questionnaire and Fact Sheet found on pages 20-22 of RFP.

## **References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

## Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

## Sample forms contracts, and booklets

## City Forms:

The RFP Proposer Information Page Form and any other required forms <u>must</u> be completed and submitted electronically through the City's eBid System.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

## F. <u>Selection/Evaluation Process</u>

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	Point Range
1.	Prior experience / listed reference level of satisfaction	0-10
2.	Benefits equal to or better than current plan	0-15
3.	Provider network	0-15
4.	Qualifications of personnel	0-15
5.	Availability of personnel	0-15
6.	System for paying claims	0-10
7.	Referral system	0-5
8.	Premium cost PPO (Employee / Dependent combined)	0-7.5
9.	Premium cost HMO (Employee / Dependent combined)	0-7.5

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

<u>Value of Work Previously Awarded to Firm (Tie-breaker)</u> - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

## G. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

## H. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

## I. <u>Communications</u>

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

## J. <u>No Discrimination</u>

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

## K. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

## L. <u>Staff Assignment</u>

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

## M. <u>Contract Terms</u>

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

## N. <u>Waiver</u>

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

## O. <u>Survivorship Rights</u>

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

## P. <u>Termination</u>

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

## Q. <u>Manner of Performance</u>

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization, or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

## R. <u>Acceptance Period</u>

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

## S. <u>RFP Conditions and Provisions</u>

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission

of a response. Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disgualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

#### T. **Standard Provisions**

#### 1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

#### 2. Licenses

In order to perform public work, the successful Proposer shall: Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

#### 3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

#### 4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

#### 5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or RFP E-37-18

public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## 6. <u>Patent Fees, Royalties, And Licenses</u>

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

## 7. <u>Permits</u>

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

## 8. <u>Familiarity With Laws</u>

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

## 9. <u>Withdrawal Of Proposals</u>

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

## 10. <u>Composition Of Project Team</u>

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

## 11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida

Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

- 12. <u>Public Records</u>
  - a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
    - i. Keep and maintain public records required by the City in order to perform the service;
    - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
    - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
    - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
  - b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS **REGARDING THE APPLICATION OF CHAPTER** 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC **RECORDS RELATING** TO THIS CONTRACT. **CONTACT THE CUSTODIAN OF PUBLIC RECORDS** AT:

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 <u>RecordsCustodian@copbfl.com</u>

## U. Questions and Communication

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

## V. <u>Addenda</u>

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

## W. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

## COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

## **PROPOSER INFORMATION PAGE**

RFP\_\_\_\_\_, \_\_

(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal. I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed)	Title
Company (Legal Registered)	
Federal Tax Identification Number	
Address	
City/State/Zip	
Telephone No	
Email Address	

# REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

## VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name:

Vendor FEIN: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):



## City of Pompano Beach, Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, Florida, 33060

## CITY OF POMPANO BEACH CONTRACTOR PERFORMANCE REPORT

1. Report Period: from	 _ to
2. Contract Period: from	 _ to
3. Bid# & or P.O.#:	 
4. Contractor Name:	 
5. City Department:	 
6. Project Manager:	 

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality	Poor =1	COMMENTS
Control	Satisfactory =2	
- Product/Services of high quality	Excellent $=3$	
- Proper oversight		
- Communication		
2. Record Keeping	Poor =1	
-Accurate record keeping	Satisfactory =2	
-Proper invoicing	Excellent $=3$	
-Testing results complete		
3. Close-Out Activities	Poor =1	
- Restoration/Cleanup	Satisfactory =2	
- Deliverables met	Excellent $=3$	
- Punch list items addressed		
4. Customer Service	Poor =1	
- City Personnel and Residents	Satisfactory =2	
- Response time	Excellent $=3$	
- Communication		
5. Cost Control	Poor =1	
- Monitoring subcontractors	Satisfactory =2	
- Change-orders	Excellent $=3$	
- Meeting budget		
6. Construction Schedule	Poor =1	
- Adherence to schedule	Satisfactory =2	
- Time-extensions	Excellent $=3$	
- Efficient use of resources		
		ADD ABOVE RATINGS/DIVIDE TOTAL
SCORE		BY NUMBER OF CATEGORIES BEING RATED

## **Exhibit – Contractor Performance Report**

## RATINGS

**Poor Performance** (1.0 - 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied. Satisfactory Performance (1.6 - 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

*Excellent Performance* (2.6 - 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this contractor again? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Ratings completed by (print name)	Ratings completed by Signature	Date
Department Head (print name)	Department Head Signature	Date
Vendor Representative (print name)	Contractor Representative Signature	Date

Comments, corrective actions etc., use additional page if necessary:

## **QUESTIONNAIRE AND FACT SHEET**

# **PROPOSERS MUST ANSWER ALL QUESTIONS. IF YOUR PROPOSAL IS NOT APPLICABLE TO A SPECIFIC QUESTION, INDICATE YOUR ANSWER AS "NA".**

## **BACKGROUND INFORMATION**

- 1. Where is your group claims office(s) located?
- 2. Provide a brief statement regarding your organization's commitment to HIPAA compliance.
- 3. Do you have a toll free telephone number where insured can call for assistance?
- 4. How many total staff / claims examiners?
- 5. Name of the person who would be assigned to oversee and service this account (from the claims office), including background and date of employment with your firm.
- 6. Describe the claims "team" that will handle the City's account and provide their hours of operation. Will they also work on other accounts?
- 7. Give the name and location of the "non claims" service person who would be assigned to our account as the account executive.
- 8. How many group accounts are handled by this office? How many client employees does this represent?
- 9. Provide ten (10) references of your accounts in Florida, preferably with over 500 employees, including effective date, contact person and telephone number.
- 10. What personnel receive the incoming subscriber calls --- customer service representatives or claim processors? How many people in this capacity would be assigned to the City's account and are they dedicated to only our account? Please explain.
- 11. What is the average time for calls on hold? Describe capabilities of your service claim telephone system.
- 12. Please define the system(s) used to pay claims. Where is the mainframe located?
- 13. How long has the current system computer system been in use? Are changes / enhancements projected for the near future?

- 14. How long has your company been in the Group Health (Dental, Vision) business?
- 15. Is your company a subsidiary or division of another organization? Describe.
- 16. Please list Professional Liability and bonding coverages.

## **CLAIMS ADMINISTRATION**

- 17. Please describe the claim process from the time received to the time paid, describing which transactions are completed manually and which are completed through the computer system, including application of deductibles, coinsurance, annual limits, plan limits, annual maximums, and lifetime maximums.
- 18. If a claim requires additional information, describe the process used to follow up, process and close the claim. Is reporting done automatically to the employer or participant for claims outstanding at certain time points?
- 19. How are "reasonable and customary" charges determined by your company? What percentile is used, and how often are R&C charges updated?
- 20. Assuming a "clean" claim arrives, what was your 2017 average turnaround time from the time the claim is received to the time the payment is mailed, with EOB?
- 21. Do you audit your claims processing system to monitor errors? How are errors defined? What level of claim error ratios did you have in 2017?
- 22. Are hospital charges audited at a specific level of charges? At what level? Who performs the audit?
- 23. Describe any areas where your system could not pay claims as per the current benefit schedule. Unless noted, it is assumed that you will match the current schedule exactly.
- 24. Is there a minimum participation level under either the HMO or PPO plan?
- 25. Please confirm that all employees and dependents will enter the plan on a no loss, no gain basis.
- 26. Please confirm that your company will waive any actively at work provisions.
- 27. Please confirm that your company will give a credit for deductibles previously satisfied and any out of pocket previously accumulated for the year.

## **MISCELLANEOUS**

- 28. What types of monthly utilization reports do you provide?
- 29. Describe what additional types of reports would be available and the associated charges.
- 30. Can your utilization reports provide comparisons between the specific employers' utilization data and national, regional, or local norms, and other similar groups?
- 31. Describe procedures in the event of "large case" management?
- 32. Describe the services you provide in relation to COBRA administration.
- 33. If your company is awarded a contract, please describe the specific tasks that will need to be completed as well as what role your company will play in that process.
- 34. Describe the post-surgical rehabilitation coverage provide by the plans quoted.
- What information (and in what format) will you need from the prior carrier(s) relative to: Employee files
  Maximum benefit level satisfaction
  Deductible satisfaction
  Coinsurance satisfaction
  Other (describe)
- 36. Will you assign an individual to assist in the takeover process to assure all data is collected, and steps are completed? Who will that be?
- 37. Please indicate how you cover individuals disabled at the time of your contract takeover?
- 38. Please confirm that your organization has enrollment staff available so that you can enroll the City's employees and retirees promptly, so that the City can make the proper payroll deductions for the
- 39. What special experience or depth of resources might make your firm superior to other firms or of unusual value to the City of Pompano Beach?
- 40. Does your customer service division provide individual members any assistance in "balance billing" matters?
- 41. Do all plans quoted contain a written appeal procedure? Explain the appeal procedure for denied claims.
- 42. Disclose any litigation within the past 5 years arising out your firm's performance.

## **CITY OF POMPANO BEACH, FLORIDA**

<b>PROPOSAL RATE SHEET FOR</b> <b>PREFERRED PROVIDER ORG</b> (Must be equal to or better benef	GANIZATION	
INSURANCE COMPANY		
BEST RATING		
PROVIDER NETWORK		
AGENT (IF ANY)		
COMMISSION TO AGENT		
MONTHLY PREMIUMS:	Group Health, Dental and Vision	Additional Quote (To Include Mental Nervous & Substance Abuse)
EMPLOYEE ONLY: EMPLOYEE + DEPENDENTS:	\$ \$	\$ \$
*ALTERNATIVE QUOTE I REQ	UESTED FOR THREE TIER	R PREMIUM PROGRAM:
EMPLOYEE ONLY: EMPLOYEE + 1: FULL FAMILY:	\$ \$ \$	\$ \$ \$
*ALTERNATIVE QUOTE II REQ	UESTED FOR FOUR TIER	PREMIUM PROGRAM:
EMPLOYEE ONLY: EMPLOYEE + SPOUSE EMPLOYEE + 1: FULL FAMILY:	\$ \$ \$	\$ \$ \$
RATE GUARANTEE		
ABOVE RATES MUST INC Administration.		ON BENEFITS and COBRA

IF THOSE RATES WILL BE SEPARATED ON A BILL, PLEASE ATTACH APPLICABLE RATE SHEET.

## **CITY OF POMPANO BEACH, FLORIDA**

## PROPOSAL RATE SHEET FOR HEALTH MAINTENANCE ORGANIZATION (Must be equal to or better benefits than existing plan)

COMPANY PROVIDING HMO		
(Attach copy of most recent financi	al statement)	
PROVIDER NETWORK		
AGENT (IF ANY)		
COMMISSION TO AGENT		
MONTHLY PREMIUMS:	Group Health, Dental and Vision	Additional Quote (To Include Mental Nervous & Substance Abuse)
EMPLOYEE ONLY: EMPLOYEE + DEPENDENTS:	\$ \$	\$ \$
*ALTERNATIVE QUOTE I REQU	UESTED FOR THREE TIE	R PREMIUM PROGRAM:
EMPLOYEE ONLY: EMPLOYEE + 1: FULL FAMILY:	\$ \$ \$	\$ \$ \$
*ALTERNATIVE QUOTE II REQ	UESTED FOR FOUR TIEF	R PREMIUM PROGRAM:
EMPLOYEE ONLY: EMPLOYEE + SPOUSE EMPLOYEE + 1: FULL FAMILY:	\$ \$ \$	\$ \$ \$
RATE GUARANTEE		

ABOVE RATES MUST INCLUDE DENTAL & VISION BENEFITS and COBRA Administration.

IF THOSE RATES WILL BE SEPARATED ON A BILL, PLEASE ATTACH APPLICABLE RATE SHEET.

RFP E-37-18

## **CITY OF POMPANO BEACH, FLORIDA**

## PROPOSAL RATE SHEET FOR \*ADDITIONAL QUOTE\* HIGH DEDUCTIBLE PREFERRED PROVIDER ORGANIZATION (MUST INCLUDE PRICING FOR \$500/\$750 DEDUCTIBLE (\$250/\$500 DEDUCTIBLE HMO), THREE TIER RX FORMULARY, AND \$25 MEDICAL COPAYMENT, 80%/70% COINSURANCE)

COMPANY PROVIDING PPO		
(Attach copy of most recent finance	ial statement)	
PROVIDER NETWORK		
AGENT (IF ANY)		
COMMISSION TO AGENT		
MONTHLY PREMIUMS:	Group Health, Dental and Vision	Additional Quote (To Include Mental Nervous & Substance Abuse)
EMPLOYEE ONLY: EMPLOYEE + DEPENDENTS:	\$ \$	\$ \$
*ALTERNATIVE QUOTE I REQ	UESTED FOR THREE TIER I	PREMIUM PROGRAM:
EMPLOYEE ONLY: EMPLOYEE + 1: FULL FAMILY:	\$ \$ \$	\$ \$ \$
*ALTERNATIVE QUOTE II REQ	UESTED FOR FOUR TIER F	PREMIUM PROGRAM:
EMPLOYEE ONLY: EMPLOYEE + SPOUSE EMPLOYEE + 1: FULL FAMILY:	\$ \$ \$	\$ \$ \$
RATE GUARANTEE		
ABOVE RATES MUST INC	LUDE DENTAL & VISIO	N BENEFITS and COBRA

Administration. IF THOSE RATES WILL BE SEPARATED ON A BILL, PLEASE ATTACH APPLICABLE

RATE SHEET.