REQUEST FOR PROPOSALS

RFP #2019-11

Health Insurance Consulting Services

2019-2020

DUE: Thursday, April 25, 2019 by 4:00 PM EST

Return to: Lauren Leone Purchasing Agent Mamaroneck UFSD 1000 West Boston Post Rd Mamaroneck, NY 10543

DATE OF OPENING: Thursday, April 25, 2019 TIME: 4:00 P.M.

I. INTRODUCTION & GENERAL INFORMATION

The Mamaroneck Union Free School District, hereinafter referred to as "the District", invites proposals from qualified firms, hereinafter referred to as "Consultant", to perform the Health Insurance Consultant Services. The District operates self-insured health plans and is seeking qualified Firms to act both as the plan advisor and chief actuary.

In accordance with the District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

II. SCOPE OF SERVICES

The awarded Consultant will act as benefits supervisor to establish a comprehensive strategy for the District health insurance programs. The Consultant will develop a detailed action plan to assist in the management of the program as well as monitor and review performance to ensure the District goals are met. The Consultant will support the District with the following activities, where appropriate:

Financial and Data Analytics

- Provide a quarterly Dashboard Report, to include paid claims by month and plan, a summary of large claims activity and preliminary renewal projections using experience reporting from insurance carrier.
- Provide tools to help assess current funding arrangements for appropriateness.
- Provide reporting that includes detailed information about the District population cost and utilization, to assist in creating solutions in creating solutions for managing and reducing claims costs.
- Provide Actuarial support in setting funding rates, reserves and assessing volatility risk.
- Analyzing the impact plan design modifications or cost management programs.
- Benchmark the norms.

Strategy Development

- Facilitate a semi-annual planning session to assist in the creation of a human capital strategy:
 - Assist in Identifying strengths, weaknesses, opportunities and threats in the District's current plan design and program.
 - o Evaluate workforce demographics.
 - o Evaluate current programs against specific competitive benchmark data.

- o Present information on current trends in plan design and market conditions.
- o Interview members of senior management to gather attitudes about the role of employee benefits in the organization and the current state of benefits program.
- Awarded Consultant will be considered a "Subject Matter Expert" and therefore, will
 communicate and keep the District abreast of the latest trends and issues that impact
 organizations similar to the District. This information may be disseminated through Seminars,
 Client Workshops, Educational Webcasts or any other method of information delivery available.
- Provide recommendations for establishing and prioritizing objectives aligned to organizational goals.
- Create and deliver a Client service plan to reflect agreed projects, to include assigned accountabilities and timeframes.

Renewals and Placement

- Conduct a "Pre-Renewal Strategy Meeting" to determine specific goals, budget and needs to be achieved from renewal negotiations.
- Review renewal methodology, experience data and assumptions against trend analysis for accuracy and logic.
- Negotiate renewals and set rates with existing incumbent carriers.
- Negotiate and set rates and terms with any new or additional carrier(s) for the length of the contract.
- Ensure that all offered benefits include all required components as included in the current, various union contracts.
- Develop RFP and market plan coverages as determined during the pre-renewal strategy discussion.
- Summarize and analyze each insurance carrier quote. Comparative analysis may include: pricing, terms, conditions, RFP/RFI responses, network access, discount analysis, and plan design.
- Evaluate structure and performance of stop loss coverage, recommending alternatives as appropriate for consideration.
- Evaluate existing and potential carriers, including their capabilities and support services.

Account Management

- Provide ongoing service and response to inquiries from the District and the Benefits team with regard to day to day administration and benefit program matters and consultation on policy coverage and other services in relation to this type of inquiry.
- Facilitate processes related to changes in coverage, including notifying insureds of changes in coverage obtaining approvals and confirming acceptance of client and other services in relation to this process.
- Provide up-to-date status of all outstanding items and activities in line with achieving program goals.

- Act as an employee/employer advocate in the resolution of escalated service and/or claims issues and disputes as requested and authorized.
- Manage retiree benefits as provided by the District and communicate changes and response to inquiries made by retirees regarding the benefits program.
- Keep the organization informed of trends that may impact their benefits program.
- Organize and facilitate meetings, including carrier reviews, financial reporting and vendor meetings.
- Assist in identifying and monitoring potentially catastrophic claims and work with case management to understand possible impact of large claims on plan performance.
- Attend quarterly update meetings with the District Administration and or the Board of Education.

Develop a Population Health Management Approach and Process

- Awarded Consultant will implement and strive to maximize a District loss control program by developing a robust population health management program by completing the following and other steps necessary to do so;
- Create a population health and wellness vision, mission and strategy philosophy.
- Assess costs of current plan, project costs for upcoming year and determine the principal factors driving cost increases in the medical plan.
- Based on the philosophy, employee input and cost assessment, recommend a District wellness plan.
- Obtain employee input on the proposed wellness program.
- Develop RFP, search marketplace for vendors, analyze terms and proposals and assist the
 District with making a decision regarding awarding a vendor or vendors.
- Implement and communicate and monitor the plan.

III. PROPOSAL SUBMISSION

One (1) original, one (1) copy of the hardcopy proposal and one (1) flash/thumb drive with a copy of the proposal in PDF format must be submitted to the Purchasing Department. Envelopes must be sealed and **clearly marked RFP# 2019-11 Health Insurance Consultant Services** and the name and address of the Proposer. Proposals must be received no later than 4:00 PM on Thursday, April 25, 2019 at the following address:

Mamaroneck Union Free School District Lauren Leone – Purchasing Agent Mamaroneck Union Free School District 1000 W. Boston Post Road Mamaroneck, New York 10543

There is no express or implied obligation for the District to reimburse responding Firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the Firm unopened.

All proposals must be submitted in two parts. Part 1 must consist of responses to the management and qualifications items. Part 2 must consist of complete fee cost. Incomplete submissions will not be considered for award. Proposals should not be excessively long, and should be submitted in a PDF format as well as in hardcopy so as to permit copying for review by members of the Board and the Administration. All materials submitted in response to this request for proposal shall become the property of the District.

PART 1 – MANAGEMENT AND QUALIFICATIONS

In setting forth its qualifications, each Firm submitting a quotation shall:

- a) Provide the name of the Firm as well as a brief description of its business activities and history.
- b) Provide information on how long the Firm has been in business and length of its experience in providing school district health insurance consulting services.
- c) Identify the Firm's professional staff members who specifically will be involved in this engagement, the experience each possesses, the location of the office from which they work, and a detailed biography and/or resume outlining the experience and credentials of all staff members who will provide services.
- d) Provide a listing and description of similar contracts and/or projects awarded with other organizations, giving dates of service.
- e) Provide the name and title of person(s) submitting the proposal, the Firm's main office address, and primary and secondary points of contact and their telephone, fax numbers (including area codes) and e-mail addresses.
- f) Detail the experience the Firm and its staff have in working with public sector clients, describing how needs specific to the public sector were met, and highlighting any experience specific to school districts.
- g) Provide client references. Include contact names, addresses, telephone numbers and e-mail addresses.
- h) Provide any additional information that would distinguish the Firm in its service to the District.

PART 2 - COST:

On the proposal form provided please submit a lump sum fee for all services as outlined in the RFP document.

IV. PROPOSAL EVALUATION

- A. Proposals received will be evaluated by the Superintendent of Schools, the Assistant Superintendent for Business Operations, and the Board of Education.
- B. The evaluation process is designed to award the proposal not necessarily to the proposer of least cost, but rather to the proposer with the best combination of attributes.

V. INTERVIEW

The award process may include interviews with the Board of Education.

VI. SPECIFICATION CLARIFICATION/INQUIRIES

All inquiries with respect to this Request for Proposal must be directed as follows:

Via USPS: Mamaroneck Union Free School District

Attention: Lauren Leone 1000 W. Boston Post Road Mamaroneck, New York 10543

Via Fax: 914-220-3091

Via E-mail: lleone@mamkschools.org

VII. FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold fact on the top of each page, "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW." The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

VIII. RIGHT TO REJECT REQUESTS FOR PROPOSAL

The District reserves the right to reject without prejudice any and all proposals received under this Request for Proposal.

IX. INDEMNIFICATION

The successful Proposer shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

X. TERM OF CONTRACT

Initial contract period will commence July 1, 2019 through June 30, 2020 with the option to renew annually for four (4) additional, one (1) year periods upon mutual agreement between the District and awarded Firm subject to approval by the Board of Education. This contract will be utilized on an "as-needed" basis. There is no guarantee that any or all of the services listed will be utilized.

XI. <u>TERMINATION CLAUSE</u>

Any contract agreed to under this Request for Proposal is subject to termination by the Board of Education with thirty (30) days written notice. Termination by the Firm must be accomplished in accordance with applicable rules of the Unified Court System of the State of New York. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by legal counsel.

XII. <u>LEGAL CONSTRUCTION</u>

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained therein.

XIII. ANTICIPATED TIMELINE

April 1, 2019	Advertisement and Release Date for RFP
April 10, 2019	Confirmation of Participation Due
April 10, 2019	RFP Questions Due
April 12. 2019	RFP Answers Distributed via Addendum
April 25, 2019	RFP Due Date
April 25-May 1, 2019	RFP Review Period and Interviews of selected Firms
May 7, 2019	Anticipated/Estimated Decision and Award
July 1, 2019	Contract Start Date

XIV. INSURANCE

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the school as an additional insured on the consultant's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
- II. The policy naming the school as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated A- or higher insurer, licensed in (*list home state*).
 - State that the organization's coverage shall be primary and non-contributory coverage for the School, its Board, employees and volunteers.
 - List as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - Provide a copy of the declaration page of the liability and umbrella policies with a list of
 endorsements and forms. If so requested, the contractor will provide a copy of the
 policy endorsements and forms.
- III. The consultant agrees to indemnify the school for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
 - Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

• Workers' Compensation

Statutory Workers' Compensation, Employers' Liability for all employees.

Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the school. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

Excess Insurance

\$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.

V. Consultant acknowledges that failure to obtain such insurance on behalf of the school constitutes a material breach of contract. The consultant is to provide the schools with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the school to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the school.

Confirmation of Participation

Bidder Company Name:		
Contact Name:		
Address:		
Phone:		: <u> </u>
E-Mail:	Tax	: ID#:
Signature of Company Re	epresentative	 Date
The company/organization	on intends to submit a prop	oosal for RFP #2019-11
	on will NOT be submitting a ese services for the future.	a proposal for RFP #2019-11 but would like to remain
Please complete and retu	urn this form to Lauren Leoi	ne no later than Wednesday April 10, 2019.
Via Fax: 914-220-3091		

Via E-mail: lleone@mamkschools.org

FORM OF PROPOSAL

The undersigned, having an integral understanding of the objective, terms and conditions, specifications and consultant's responsibility as stated in the Request for Proposals document, does hereby submit a proposal for the provision of services as stated below and pursuant to the Request for Proposals.

Fee Proposal: All-inclusive, annual rate to provide the services as outlined in this RFP Document:

		\$	
PROPOSING FIR	M		
Firm Name			
Address			
Telephone		Fax	
·	Address		
Contact E-mail <i>F</i>	Address		
Printed Name o	f Responding Partner		
Authorized Part	ner Signature		

NON-COLLUSIVE BIDDING CERTIFICATION

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - I. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
 - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

MAMARONECK UNION FREE SCHOOL DISTRICT 1000 WEST BOSTON POST RD, MAMARONECK, NY 10543 RFP# 2019-11 HEALTH INSURANCE CONSULTANT SERVICES NON-COLLUSIVE BIDDING CERTIFICATION (cont.)

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder affirms the above statement as true under the penalties of perjury.

Notary public)	
SWORN to before me this	, 2019
Name & Title of Signer)	
Sign)	
Authorized Signature	
	FAX #:
	PHONE #:
[if bidder is a corporation]	
CORPORATE SEAL	
	ADDRESS:
	BIDDER COMPANY NAME:

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

l,	, being duly sworn, depose	g duly sworn, deposes and says that he/she is the		
of the		Corporation and that neither th		
Bidder/ Contractor nor any pr	roposed subcontractor is identif	ied on the Prohibited Entities List.		
		SIGNED		
SWORN to before me this	day of	, 2019		
(Notary public)				

<u>DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN</u> <u>DIVESTMENT ACT</u>

Bidders shall complete this form if they cannot certify that the bidder /contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.

Name of the Bidder:	
Address of Bidder:	
Has bidder been involved in investment activities in Iran?	
Describe the type of activities including but not limited to the (e.g. banking, energy, real estate)	
If so, when did the first investment activity occur?	
Have the investment activities ended?	
If so, what was the date of the last investment activity?	
If not, have the investment activities increased or expanded	since April 12, 2012?
Has the bidder adopted, publicized, or implemented a form Iran and to refrain from engaging in any new investments in	•
If so, provide the date of the adoption of the plan by the bid any and a copy of the formal plan.	•
In detail, state the reasons why the bidder cannot provide to Divestment Act below (additional pages may be attached):	he Certification of Compliance with the Irar
I, being duly sworn, deposes and sage	
is true and accurate.	
SWORN to before me this day of	SIGNED , 2019
(Notary public)	

FORM OF DISCLOSURE

THE UNDERSIGNED AFFIRMS THAT THE FOLLOWING CONSTITUTE ALL OFFICERS, DIRECTORS, PARTNERS, OR CONTROLING PRINCIPALS OF THE FIRM:

	<u>Name</u>	<u>Title</u>	
			
1.		lember, administrator, or employee possess any financial in Proceedings of the possess and financial in Proceedings of the pasis upon which a financial in Proceedings of the possess and the possess and the possess and the proceedings of the procedure of the proceedings of the proceedings of the proceedings of the procedure of the proceedings of the procedure of the procedur	
2.	·	, directors, partners, or controlling principals possessed any in red into with Mamaroneck School District? If yes,	
3.	interest, directly or indirectly, in t as a parent, spouse, child or siblir	ember of the Board, administrators, or staff possess any fir the Firm (For purpose of this inquiry a direct relative is to be d ng) If yes, set forth below the Mamaroneck School D or staff member whose relation possess an interest an	efined District
FA AS		THE ABOVE STATEMENTS ARE TRUE AND UNDERSTANDS THA	
Sig	nature:		
Pri	nt Name		
Tit	le:	Date:	