

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP – R28424
For
“Unified Government Employee Benefit Plan”

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Article I. General Information

Section 1.01 *Method of Source Selection*

Section 29-154 of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”) allow for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 *Purpose*

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Human Resources is accepting competitive proposals from qualified individuals firms partnerships and corporations for the purpose of soliciting proposals from firms (Respondent) to establish an agreement (s) with one Respondent through competitive negotiations associated with providing Group Health, Dental, Vision, and Other similar insurance coverage to the employees, eligible retirees and dependents (Covered Individuals) of the Unified Government of Wyandotte County/Kansas City, Kansas that participate in the program, (hereinafter referred to collectively as the “Unified Government”).

The Unified Government’s objective is to maintain a long-term relationship and to provide Covered Individuals with a quality, affordable health insurance and other benefit programs responsive to their needs and with innovative and cost-effective solutions to ensure that existing efforts to improve the health and wellness of all Unified Government employees are fully maximized.

Respondent are not limited to the specific plan designs developed in the RFP. It is the Unified Government’s desire to solicit all available programs in the employee service area.

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 *Existing Environment*

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 ***Required Review***

Respondents should carefully review this Request for Proposals (“RFP”) for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten (10) days before the RFP opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective RFP and exposure of Respondents’ proposals upon which award could not be made. Protests based on any omission or error, or on the content of the RFP, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 ***Inquiries and Clarifications***

Any questions regarding the RFP shall be directed in writing to the attention of the Procurement Officer at the Office of Procurement and Contract Compliance, ATTN: Richard Rocha, 701 North 7th Street, Suite 649, Kansas City, Kansas 66101, email at rrocha@wycokck.org. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone at (913) 573-5440. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will determine the appropriate method to be used.

Section 1.06 ***Amendments and Addendums***

Amendments and addendums will be made by addendum issued only to Respondents known to have the RFP.

Section 1.07 ***Alternate Proposals***

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications

Section 1.08 ***Implied Requirements***

By submission of the proposal, the Respondent certifies all services proposed meet or exceed all requirements as set forth in the RFP, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the Respondent must be included in the proposal.

Section 1.09 *Project Timetable and Contract Term*

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Date	Event
April 26, 2018	Distribution of RFP
May 9, 2018	Last Day for respondent to submit written questions (Noon, CST),
May 15, 2018	Response to respondents written questions provided by 1:00 p.m., CST
May 30, 2018	Responses Due 3:00 p.m., CST, Procurement Department
June 18-19, 2018	Interviews/Presentation (Tentative) Location/Time: TBD
July 16, 2018	Proposal Evaluation Complete
August 1, 2018	Notice of Award
September 1, 2018	Contract Start Date
January 1, 2019	Service Start Date

The length of the contract will be from the date of award and continue through a term length of not less than one Plan Year, beginning from January 1, 2019 through December 31, 2019 with four (4) annual renewal options of one (1) year each from January 1 through December 31 thereafter.

Section 1.10 *Location of Work*

The location(s) of work will be performed where necessary to perform the services and functions necessary and as part of this proposal process, with emphasis that a local service team in the Kansas City, Kansas and surrounding metropolitan area is highly encouraged.

Section 1.11 *Proposals and Presentation Costs*

The Unified Government will not be liable in any way for any costs incurred by the Respondent in the preparation of its proposal in response to the RFP nor for the presentation of its proposal and/or participation in any discussions or negotiations.

Section 1.12 *Disclosure of Proposal Contents*

All proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government’s option. The Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Respondent requests in writing that the Procurement Officer does so, and if the Procurement Officer agrees in writing to do so. Material considered confidential by the Respondent must be clearly identified and the Respondent must include a brief statement that sets out the reasons for confidentiality.

Section 1.13 ***Cooperative Procurement***

If the Contractor selected agrees to participate in the Cooperative Procurement Program, the Contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements, and specifications of the Agreement to be entered into, including prices, to other government entities. The Contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Section 1.14 ***Independent Contractor Relation***

Nothing in the Agreement to be entered into shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any rights or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the Agreement are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.15 ***Determination of Responsibility***

Per § 29-198 Procurement Code, before awarding a contract, the Procurement Officer must be satisfied that the Respondent is responsible.

All Respondents shall supply information as requested by the Procurement Officer concerning the responsibility of such Respondent. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.16 ***Evaluation***

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Respondents whose proposals are unacceptable shall be notified promptly. More detailed evaluation information is provided in Section 8 of this RFP.

Section 1.17 ***Equal Treatment***

Respondents will be accorded fair and equal treatment with respect to any opportunity for discussions and

revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Respondent's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.18 ***Award***

The contract shall be awarded in whole or in part to the responsible Respondent whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. An inability or failure to provide tax clearance letters from all of the local government entities with which the Unified Government has entered into an "Intergovernmental Agreement for Tax Verification Information" will result in a determination of non-responsibility. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful Respondent based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described below in Section 1.23.

Section 1.19 ***Notification of Award***

Written notice of award shall be sent to the successful Respondent. The successful Respondent shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit an executed Appointment of Process Agent Form or a Foreign Corporation Form if the Respondent is not a resident of the State of Kansas (*form will be provided by the Unified Government*);
- Submit a Certificate of Insurance evidencing insurance as required by the RFP;
- Ensure that all occupation taxes and fees are paid in full. The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (*Form will be provided by the Unified Government*).
- Contact the Unified Government License Division at (913) 573-8780 for information regarding licensing and occupational taxes; and

- Comply with Article XI of the Procurement Code and Chapter 11 of the Procurement Regulations regarding Affirmative Action and Equal Employment Opportunity. Contact the Unified Government Contract Compliance Division at (913) 573-5098 for information regarding these compliance requirements.

The Unified Government may, at its option, declare the Respondent in default if the Respondent fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.

Section 1.20 ***Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal. Respondents must comply with all terms of the RFP, the Unified Government Procurement Code and Procurement Regulations, and all applicable local, State, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Respondents may not restrict the rights of the Unified Government or qualify their proposals. If a Respondent does so, the Procurement Officer may determine the proposal to be a nonresponsive counteroffer and the proposal may be rejected.

Minor informalities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

If no Respondents meet all the mandatory requirements of the RFP, if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award, submit a revised RFP to Respondents at a later date, or negotiate with Respondents who submitted proposals.

Section 1.21 ***Proposal Modification, Withdrawal, and Mistakes***

At any time prior to the specified date and time for submission, a Respondent may withdraw or modify a proposal in accordance with Procurement Regulation 3-103.10. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The procedures for addressing mistakes in proposals are set forth in Procurement Regulation 3-103.15. Contact the Procurement Officer as set forth in Section 1.05 for further information.

Article II. Standard Proposal Information

Section 2.01 *Proposal Submittal*

Respondent may submit a complete copy of its response on the Unified Government's e-procurement site at <https://purchasing.wycokck.org/eProcurement>. Alternatively, Respondent must submit one (1) copy of its complete response in Word format on a CD/Flash Drive along with a hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts, or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Twelve (12) Copies, One (1) original (must be in a three-ring binder and each section tabbed) and One (1) cd/rom-flash drive of your proposal and supplementary material should be submitted to:

**Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL HARD COPY SUBMITTALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP – R28424 Unified Government Employee Benefit Plan
(along with the name and address of the Respondent)

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

Any Respondent that does not comply with these requirements may be disqualified.

Section 2.02 *Signature*

All proposals must be signed by an individual authorized to bind the Respondent to the provisions of the RFP. Proposals must remain open and valid for at least one hundred twenty (120) days from the opening date.

Section 2.03 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's

rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

Section 2.04 ***Discussions with Respondents***

The Unified Government may conduct discussions with Respondents for the purpose of clarification of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Respondents who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those Respondents with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer. Respondents with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.05 ***Prior Experience***

No specific minimums have been set for this RFP.

Section 2.06 ***Evaluation of Proposals***

The Procurement Officer, or an evaluation committee made up of the Procurement Officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Article 8 of this RFP.

Section 2.07 ***F.O.B. Point***

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

Section 2.08 ***Contract Negotiations***

After completion of the evaluation, including any discussions held with Respondents during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Respondent's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Respondent will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.09 ***Failure to Negotiate***

The Unified Government may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest ranked Respondent if the selected Respondent:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- after a good faith effort, simply cannot come to terms with the Unified Government.

Article III. Standard Contract Information

Section 3.01 *Contract Type*

This contract is a FIRM FIXED PRICE contract.

Section 3.02 *Contract Approval*

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator or the County Administrator's designate. Upon written notice to the Respondent, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Respondent, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 *Insurance Requirements*

The successful Respondent must provide proof of workers' compensation insurance prior to contract approval.

The successful Respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Respondent's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The successful Respondent shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the successful Respondent to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

Worker Compensation	
Applicable State	Statutory
General Liability	
Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

Section 3.06 ***Bid Bond – Performance Bond – Surety Deposit***

(a) Performance Bond - Not Required

Section 3.07 ***Proposed Payment Procedures***

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.08 ***Informal Debriefing***

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the successful Respondent.

Section 3.09 ***Contract Personnel***

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.10 ***Contract Changes - Unanticipated Amendments***

During the course of this contract, the successful Respondent may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the successful Respondent a written description of the additional work and request the Respondent to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments pursuant to Procurement Regulation 7-101.

The successful Respondent shall not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Respondent (hereinafter referred to as “Contractor”) and are hereby made a part of the contract entered into between the Unified Government and the successful Respondent (hereinafter referred as “the Agreement”), unless specifically modified in writing:

Section 4.01 ***Agreement with Kansas Law***

The Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Section 4.02 ***Compliance with Law***

Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out the Agreement, regardless of whether those legal requirements are specifically referenced in the Agreement.

Section 4.03 ***Authority to Contract***

Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into the Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of the Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of the Agreement.

Section 4.04 ***Modification of Agreement***

The Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of the Agreement.

Section 4.05 ***Assignment***

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Agreement without the written consent of the other party.

Section 4.06 ***Kansas Cash Basis Law***

The Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of the Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Section 4.07 ***Payment of Taxes***

The Unified Government shall not be responsible for nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of the Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.08 ***Licenses and Permits***

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out the Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

Section 4.09 ***Independent Contractor Relation***

The parties agree that the legal relationship between them is of a contractual nature. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.

Section 4.10 ***Discrimination in Delivery of Services Prohibited***

During the performance of the Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.

Section 4.11 ***Equal Opportunity and Affirmative Action***

- a. Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor.
- e. Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with the Agreement.
- f. If Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of contract and the Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one (1) year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. Contractor shall maintain sufficient records to document that, under all aspects of the Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. Contractor, in carrying out the Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of the Agreement.

Section 4.12 ***Representations***

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion;
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code;
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 12-106 of the Procurement Code; and
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.13 ***Waiver of Breach***

The waiver by either party of a breach of any provision of the Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

Section 4.14 ***Severability***

If a court of competent jurisdiction declares any part of the Agreement to be invalid, the balance of the Agreement will remain valid and enforceable.

Section 4.15 ***Entire Agreement***

The Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in the Agreement. The Agreement is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

Section 4.16 ***Disclaimer of Liability***

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Section 4.17 ***Termination for Default***

If the Contractor refuses or fails to perform any of the provisions of the Agreement with such diligence as will ensure its completion within the time specified in the Agreement, or any extension thereof, or commits any other substantial breach of the Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there

has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If Contractor is adjudged bankrupt or insolvent;
- If Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for Contractor or any of his property;
- If Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If Contractor repeatedly fails to supply sufficient services;
- If Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of the Agreement.

Section 4.18 ***Termination for Convenience***

The Procurement Officer may, when the interests of the Unified Government so require, terminate the Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Agreement terminated and when termination becomes effective.

Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Section 4.19 ***Disputes***

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, the Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, the Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Section 4.20 ***Ownership of Materials***

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to the Agreement, shall be in the Unified Government.

Section 4.21 *Availability of Records and Audit*

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called “Records”) to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of the Agreement. Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the RFP any of the Records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his Records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.22 *No Limit of Liability*

Nothing in the Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.23 *Indemnification*

Contractor shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Article V. Background Information

The Unified Government of Wyandotte County/Kansas City, Kansas (hereafter referred to as the UG) is located in Wyandotte County, Kansas. The majority of the 2,049 for health and 2,480 for dental covered employees, retirees and COBRA participants participating in the UG’s self-funded health & dental benefit plan use the services of providers located in Wyandotte County, Kansas. About half of those employees are unionized and receive benefits pursuant to binding collective bargaining agreements. The following table summarizes current enrollment in the existing Plan offerings (coverage options and a demographic breakdown of employee enrollments are attached at *Attachments B and H*):

Health Plan Enrollment Summary—Traditional PPO				
	Active	Retiree	COBRA/FSB	Combined
Employee Only	354	106	1	473
Employee + Family	410	20	5	435
Total	764	224	6	908

Health Plan Enrollment Summary—HDHP				
	Active	Retiree	COBRA/FSB	Combined
Employee Only	378	10	3	391
Employee + Family	737	13	0	750
Total	1,115	23	3	1,141

Dental Plan Enrollment Summary				
	Active	Retiree	COBRAFSB	Combined
Employee Only	730	325	7	1,062
Employee + Family	1,251	162	5	1,418
Total	1,951	487	12	2,480

Vision Plan Enrollment Summary				
	Active	Retiree	COBRA/FSB	Combined
Employee Only	750	280	6	1,036
Employee + Family	1,223	172	5	1,395
Total	1,973	452	11	2,431

Of the above enrollment information, eligible employees include all Full Time and “Part Time B” employees who work at least 20 hours or more per month or are an elected official of the organization. “FSB” is a UG-provided benefit to the surviving spouse and family of a UG employee who died while in active employment; the UG provides payment for up to two years of continued health, dental and vision coverage for eligible individuals, who then may elect COBRA continuation coverage for his or her maximum period thereafter. Similarly, the UG provides the opportunity for any UG employee who qualifies for retirement under KPERS or KP&F coverage to continue UG-sponsored health, dental and vision coverage as long as they maintain enrollment in current UG-sponsored retiree health benefit coverage. Pre-65 retirees are listed above, whereas post-65/Medicare-enrolled retirees are listed below (post-65 retirees may also elect Medicare Supplement coverage offerings arranged through AARP/United Healthcare). Presently there are 141 Medicare enrolled individuals (including spouses) through existing UG Plan coverage options.

Also note that 171 employees have otherwise opted-out of UG-sponsored health insurance coverage in exchange for a monthly cash compensation award for enrollment in other ACA-compliant coverage.

The self-funded health plan has been administered on an Administrative Services Only (“ASO”) basis by the following service providers since January 1, 2002. For medical benefits, United Healthcare has been the claims administrator and network service provider. EAP and pharmacy benefit services are provided through Optum and Optum Rx. Health Savings Account (HSA) options are provided to all participants under the UG’s high deductible plan offering, with HSA options being

offered through Optum Bank. The UG currently makes annual employer contributions to a employee's HSA in the amount of \$750 Single/\$1,500 Family. Stop-loss insurance coverage has been provided for the medical plan by HCC/Tokio Marine HCC, with current specific deductibles set at \$325,000 (no aggregate coverage).

Similarly, self-funded dental benefits have been provided by Delta Dental of Kansas and fully covered employee vision benefits have been provided through Discover Vision Centers for the same periods also. Section 125 Cafeteria Plan services are currently provided by WageWorks, as successor to MHM Business Services. At the present time, there are 90 employees making annual medical FSA contributions, 24 making annual limited purpose medical FSA contributions and 25 making dependent care FSA contributions.

A breakdown of employer and employee contribution rates for each coverage option are listed as part of *Attachment H*.

The UG Plan is currently a governmental plan not subject to ERISA. Your response should comply with all specifications required by the Patient Protection and Affordable Care Act that are applicable to a Non-Grandfathered plan. This would include, but not be limited to:

- No lifetime limit on benefits;
- Extension of parents' coverage to your adult children under 26 years old; and
- No coverage exclusion for children with pre-existing conditions.

The UG desires to receive proposals for continuation of the self-funded health, dental and vision coverages based on duplication of existing Plan of Benefits on at least an equal, if not better, basis than today. You may submit your proposal for all or any portion of the benefits being presently offered as long as your proposal clearly delineates in writing what benefit(s) or coverage(s) you are quoting.

The UG also operates an off-site, integrated medical facility for the benefit of all UG employees and qualifying dependents. Services offered through that facility are managed by Cerner Corporation but are not part of the present RFP, other than ensuring that medical and other services provided through that facility can be coordinated with the claims adjudication system offered pursuant to this RFP.

However, we would expect the successful bidder for medical plan services to be able to contract with Cerner as an "in-network" provider, as well as integrate medical claims services provided through the on-site clinic with other UG claim services at another provider facility. Likewise, we would expect the medical benefit provider to coordinate wellness related services provided by Cerner under the UG's "Road to Wellness" benefit service program.

The UG also is NOT seeking proposals for other ancillary and voluntary benefits, including but not limited to life, disability, accident or other similar coverages.

RFP REQUIREMENTS:

1. Proposals are to be based on at least the duplication of the existing Plan of Benefits (including those outlined above), unless otherwise specified. Any deviations must be clearly

identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.

2. The UG desires to receive proposals that are non-agent of record/net of commission arrangements for an annual agreement of up to four (4) renewal periods on one of the following basis:

- Fixed annual price, for up to a five (5) year period, or
 - Four annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One (1) year contract with four (4) annual renewal options for rate and premiums deemed to be favorable to the UG. Renewal rates are to be provided to the UG at least 180 days prior to the next anniversary date.
3. All price quotations must include underwriting exhibits including projected claims, expected provider savings, individual reinsurance fees, individual administrative costs, total expected cost, and incurred but not reported (IBNR) estimates. Mature estimates are to be included for illustrative purposes.
 4. Proposals are to be based on the provided census for 2,190 health and 2,480 dental plan covered employees.
 5. By longstanding agreement under existing collective bargaining arrangements, medical benefit coverage must also accommodate the provision of 24-hour “on-the-job” coverage for sworn members of IAFF Local 64 employed personnel. NO separate workers’ compensation coverage is provided for that subset of the UG employed population.
 6. Contract effective date is to be January 1, 2019. The successful vendor will be expected to be operational by September 1, 2018 so that enrollment/communication meetings can be conducted during the period October 18, 2018 thru November 16, 2018 for enrollment for January 1, 2019 effective date. The UG will provide enrollment information in paper and electronic format; however, the successful vendor should be prepared to conduct enrollment meetings to accommodate any coverage changes and to conduct education meetings regarding new administration procedures.
 7. For the initial enrollment/communication meeting, the successful vendor is expected to provide approximately 80-man hours for the above described enrollment period at approximately 15 physical locations. Services are to be provided by up to three professional enrollers with prior experience in enrollment/communication for self-funded health and dental plans.
 8. All participants enrolled in the health & dental insurance plan as of December 31, 2018 are to be covered on a “no loss/no gain” basis. “No loss/no gain” for participants is to include credit for accumulated deductible, coinsurance, and lifetime maximum benefits.
 9. First year administration services are for claims incurred and paid/processed during the year. If responder offers a multi-year rate guarantee, they should clearly disclose how all claims will be paid/processed during the run-out periods.
 10. Minimum monthly reports are to include: paid claims by type of benefit; plan year-to-date payments by covered employee showing diagnosis and on-set of accident or illness; lag studies that relate the incurred dates of service to benefit payments month by month; claims paid in excess of \$150,000; pending claims; claim turnaround reports; stop loss insurance recovery; and provider payment reports.
 11. The UG will allow Third Party Administrators and ASO Carriers to obtain stop-loss quotes and include those responses with their ASO response.

12. Confidentiality Agreement is to be included with proposal so as to allow Jackson Lewis, PC, as the independent consultant for Unified Government of Wyandotte County/Kansas City, Kansas to evaluate the specific payment arrangements for network providers. This evaluation will be done after execution of the confidentiality agreement.
13. The UG will only consider stop loss insurance policies meeting the following:
- Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data
 - Specific Coverage for COBRA/retiree members
 - Insurance Company Quotation Document (not third-party summaries) with all terms clearly listed
 - Waive Actively at Work Provisions.

Article VI. Project Scope

Section 6.01 *Scope of Work*

The Respondent shall provide necessary quality health and other insurance claims administration to all eligible Covered Individuals. The Respondents shall provide system personnel and services necessary for efficient administration of the health, dental and vision benefit program(s) listed above. This shall include, but not limited to (as applicable for the service being offered):

- A. Maintain membership files for all covered individuals.
- B. Maintain central claims processing and customer service capabilities.
- C. Ability to accept claims from and pay reimbursements directly to providers of service.
- D. Provide explanations of benefits paid to insureds and accurately reporting current status of deductibles, co-payments, and out-of-pocket limits.
- E. Provide monthly or weekly accounting statements by benefit plan and subgroup showing funds received, enrollment, claims paid, administrative costs and claims exceeding the stop loss limit.
- F. Provide accurate data tracking and reporting including eligibility reporting, claims payment and utilization reports, savings analysis and claims lag studies upon request or through an online Internet portal.
- G. Prepare plan summaries and communication materials to explain the plan to eligible Covered Individuals. Communication materials will be reviewed and approved by the Unified Government prior to distribution.
- H. Assist in the implementation of the plan including conducting informational and enrollment meetings as needed.
- I. Provide each enrollee a summary plan description, approved by the Unified Government, outlining and identifying covered services, exclusions, and claims filing procedures and continuation coverages. The summary plan description must meet all applicable state and federal laws.
- J. Provide all enrolled Covered Individuals with an identification card in a timely fashion as coordinated with the Unified Government.

- K. Provide annual renewal proposal no later than 180 calendar days prior to the annual agreement effective date.
- L. Provide legal, actuarial and other services as required, assuring the necessary and appropriate administration of the programs.
- M. Provide local and toll-free customer service phone and email access for Covered Individuals.
- N. Provide a dedicated account representative responsible for the overall performance of the program including program administration and problem resolution. The account representative will visit the physical location of the Unified Government as determined by the Unified Government on an as needed basis, but no less than monthly.
- O. Ability to support the Affordable Care Act (ACA) in all aspects, including providing information or data that the Unified Government and other agencies need to complete and file required ACA employer reporting Forms 1094 and 1095.
- P. Provide an internet portal for employer administration and reporting.

The Respondent shall provide a no loss/no gain provision to all participants as of the agreement date, providing credit to all satisfied deductibles and out-of-pocket expenses. Actively at work requirements is to be waived. Pre-existing condition waiting periods shall be waived for all covered individuals.

The Respondent shall maintain claims fiduciary responsibility for the plan for all program(s) administered through a first-level appeal. In addition, the Respondent will coordinate reinsurance agreements necessary for the administration of the program(s).

The Respondent shall provide innovative and other cost containment services including, but not limited to, hospital pre-certification, utilization review, large claims case management and review of high cost outpatient services. The Respondent shall also support current and ongoing wellness initiatives and educational support to improve and enhance the health and well-being of all UG employees.

The Respondent must agree that at termination of the agreement all required data and records necessary to administer the healthcare program shall be transferred to the new Respondent within a thirty (30) calendar day notice of termination.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>. Also, **one (1) copy of the complete response must be submitted on a flash drive in Word Format and be included in the hard copy submittal prior to the closing date.** If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – “R28424 Unified Government Employee Benefit Plan”

Twelve (12) Copies, One (1) original (must be in a three-ring binder and each section tabbed) and One (1) cd/rom-flash drive of your proposal and supplementary material should be submitted to:

**Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

Section 7.01 ***Proposal Format and Content***

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, respondent should provide information necessary for the Unified Government to evaluate the qualifications, experience, and expertise of the Respondent to perform the requested Scope of Services (*Article VI*).

The Respondent is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Respondent has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The proposal should address each evaluation criteria contained in *Article VIII. Evaluation and Selection Criteria* and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible but written clearly and concisely so that the Unified Government may properly evaluate the firm’s capabilities to provide the required services.

The Respondent shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by the documentation requested by the Unified Government. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal. The Respondent should include in their proposal the following: **All Listings Must Tabbed.**

- A. **Cover Sheet:** A completed Proposal Cover Sheet which is the first page of this RFP.
- B. **Table of Contents:** All pages are to be numbered.
- C. **Introduction:** Cover Letter on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
- D. **Required Elements:** The proposal submitted shall include, at a minimum, the following:

Section 1 –Narrative on the Respondents ability to provide the required Scope of Services (*Article VI*). This should contain resumes that would include names, qualifications and experience of personnel to be assigned to the account.

Section 2 – Fee Quotations (See *Attachment A. Questionnaire* for further information)

Section 3 – GEOAccess report for plan(s) proposed.

Section 4 – Disruption Analysis

A – Medical Provider Disruption Report (see providers in *Attachment F.*)

B – Please indicate tier of formulary as well as allowable charge for your prescription drug plan offering. See top 25 medications in *Attachment G.*

Section 5 – Responses to Questionnaire in *Attachment A.*

Section 6 – Sample Agreements

Section 7 – Examples of management reports.

Section 8 – Examples of employee communications.

Section 9 – Examples of monthly and annual reports and/or financial statements.

Section 10 – Analysis of Repricing of Claims, if applicable. Please use a PPO network for purposes of the disruption and repricing analysis. Other networks may be presented as an alternative.

Section 7.02 ***Electronic Filing Requirements***

See Section 2.01 for proposal submission requirements, including the electronic filing. Any Respondent that does not comply with the submission requirements may be disqualified.

Article VIII. Evaluation and Selection

Section 8.01 ***Selection Criteria***

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluation will be based on a point scale using the following minimum selection criteria:

- a) Qualification. The qualifications, experience and financial strength of the insurance carrier and their ability to provide the desired services. **(20 points)**

- b) Depth and Breadth of Coverage. Coverage area and depth of the providers and facilities under contract by the insurance carrier. **(20 points)**
- c) Benefit Offering. Quality and comprehensiveness of benefit programs offered, with emphasis to attention on innovation and improvement of health conditions and integration of existing health and wellness initiatives with other existing benefit arrangements. **(20 points)**
- d) References. References from other similar sized organizations and entities that the Respondent has provided similar services to. **(10 points)**
- e) Proposal Terms. The overall organization, quality and completeness of the proposal, including cohesiveness, conciseness and clarity of response. **(10 points)**
- f) Cost of services. Indicate various options available for providing the required services. While proposals will not be evaluated on a lowest cost basis, the lowest cost proposal will receive the maximum number of points allocated to cost. **(20 points)**

As part of the evaluation process, the Unified Government may ask questions of a clarifying nature from Respondent as required. The Unified Government may also request an oral presentation to explain the proposal and answer questions.

The Unified Government reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the Unified Government. The Unified Government reserves the right to waive any informality in any proposal.

Article IX.

Attachments

- A. QUESTIONNAIRE
- B. CENSUS OF ENROLLED EMPLOYEES
- C. CLAIMS EXPERIENCE – 3 YEARS
- D. LARGE CLAIMANTS – 3 YEARS
- E. TOP 100 PHYSICIANS BY CLAIMS DOLLARS
- F. TOP 25 FACILITIES/HOSPITALS BY CLAIMS DOLLARS
- G. TOP 25 PRESCRIPTIONS – 3 YEARS
- H. BENEFITS SUMMARY FOR THE PAST 3 YEARS, INCLUDING CURRENT CONTRIBUTION RATES.
- I. PROPOSAL FORM

ATTACHMENT A
SERVICE QUESTIONNAIRE

Administrative Services

QUESTIONS:

1. Describe the business entity submitting the proposal:

Name of Business Entity: _____

Current Business Address: _____

Mailing Address: _____

Contact Person: _____

Telephone Number: _____

Type of Business Entity: () Corporation () General Partnership () Sole Proprietorship
() Registered Limited Liability Partnership () Limited Liability Company

Please provide date entity chartered, and applicable state jurisdiction: _____

Is the business entity licensed by the State of Kansas as a Third-Party Administrator?

() Yes () No

If yes, attach TPA license.

Will you agree to provide a resume for each key employee in your organization upon request? () Yes () No

2. Pending Lawsuits/Claims:

Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years?

() Yes () No

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

Does the business entity have any claims filed against it which are unresolved and presently pending before any State of Kansas Administrative agency? () Yes () No
If yes, attach a full description of the matter:

3. Financial Information:

a. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years?

Yes No

If yes, provide the name of the court and the case number(s):

b. Will you agree to provide an audited financial statement for the preceding fiscal year upon request? Yes No

4. Describe Claim Administration experience:

a. Number of Clients: _____

b. Number of Covered Employees: _____

c. Other: _____

5. Provide three (3) Kansas client references (preferably public entities):

Name of Client	Contact Person	Telephone	# of Employees

6. Describe Administration Contract:

a. Will you allow the UG to modify your standard Administration Contract? Yes No

Comment: _____

b. Will you agree to process 98% of all submitted claims within fifteen (15) business days at a minimum of 98% overall accuracy? Yes No

Comment: _____

c. Will you agree that a failure to uphold the standards in (b) may result in a penalty to be deducted from the administration fee? Yes No

d. What is your customer service accuracy?

Comment: _____

e. Will you agree to allow third party to conduct an on-site claims audit? Yes No

Comment: _____

f. Will you agree to hold the UG harmless if any of your staff is found to be negligent in the administration of benefits in the Plan? Yes No

Comment: _____

7. Will you agree to provide a specimen copy of your administration contract upon request?
() Yes () No

8. Describe Claim Payment Services: _____

a. Location of office where actual settlement of claims will be made? _____

b. Will a specific analyst be assigned to this account? () Yes () No

c. Will a claims analyst be available for on-site claims handling on a scheduled basis?
() Yes () No

d. Is a toll-free telephone number available for checking status of claim? () Yes () No

e. What is the average time on hold? _____

f. What is the abandonment rate? _____

g. Can covered employee or the UG’s Insurance Department speak directly to claim examiner for questions related to payment of claim? () Yes () No

Comment: _____

h. What is normal processing time?

i. Describe process of appeal for contested claim. _____

j. Do you screen for unbundling of provider charges? () Yes () No

Comment: _____

k. Please explain your auditing procedures for in and out-of-network hospital/facility claims.

Comment: _____

a) Will you agree to provide sample EOB and check upon request? () Yes () No

l. Please describe banking arrangements necessary to reimburse claims that are paid.

m. Describe basis and procedure for determining Reasonable and Customary. _____

n. When was the last Third Party Claim Audit? _____

• Will you agree to provide copy of Third Party Claim Audit? () Yes () No

• If ISAE 3402 and SSAE 16 Report applicable, please attach.

q. Describe procedure used for subrogation investigation and recovery. _____

o. Describe procedures used for checking preexisting condition investigation:

9. Describe Prescription Drug Card Services:

Name of Provider used by Administrator: _____

Can the UG contract directly with this Provider? () Yes () No

If so, please describe: _____

10. Describe Other Services and list additional costs, if any (Ex. Large Case Management, Disease Management, Continuation of Coverage, Actuarial Services, Plan Design and Consultation Services):

a. Describe experience in coordinating with Preferred Provider organizations (include repricing capabilities):

b. Are On-Line Services available? () Yes () No

If so, please describe (Ex. Claims Status, Enrollment, Provider Directory, Reports):

c. Are enrollment and education meetings included? () Yes () No

If yes, how many times per year. If not, what is the additional cost?

Comments: _____

d. Will initial enrollment/communication services as described in RFP Assumptions be provided? () Yes () No

e. Will all materials necessary to effectively communicate and administer the program be prepared and printed by proposer at proposer's expense? (Ex: ID Cards, Employee Benefit Book, Claim Forms, Schedule of Benefits, EOBs, Certificates of Credible Coverage) () Yes () No

Comments: _____

f. Will employee ID cards, Employee Benefit Book and other related materials be mailed to the employee's home at the proposer's expense? () Yes () No

Comments: _____

g. Does your plan comply fully with HIPAA? () Yes () No

h. Do you provide all required notices to members at your expense? () Yes () No

Comment: _____

12. Are the rates quoted in this proposal firm, or will a recalculation be made based on actual enrollment?

13. For what period of time are quoted rates guaranteed? _____

Is a longer rate guarantee available? () Yes () No

Comment: _____

If your proposal differs in any way from what is specified herein, please attach statement for any differences. Otherwise, it will be assumed that your proposal conforms to these specifications in every respect.

Administration Service Fees (First Year - Incurred & Paid Basis)				
(Renewal Options: Paid Only)				
Benefit	Participants	PMPM	Monthly Fee	Annual Fee
Medical	2,190			
Dental	2,480			
EAP				
Section 125				
Other				
Total Annual Fees:				

ADDITIONAL FEES:

Set-Up: _____

PPO Service: _____

Rx Svc: _____

COBRA / HIPAA: _____

Run-Off: _____

Stop Loss (if applicable): _____

Other: Detail _____

PPO Network Services

QUESTIONS:

1. Describe organization submitting proposal:

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Year Founded: _____

2. Describe PPO Network experience:

Number of Clients: _____

Number of Kansas: _____

Number of Employees Covered: _____

Number of Providers: _____

Other: _____

3. Provide three (3) Kansas client references (preferably public entities):

Name of Client	Contact Person	Telephone Number	Number of Employees

4. Describe insurance coverage:

Errors & Omissions: _____

Other Fiduciary Liability: _____

5. Describe Provider Network:

Name of network: _____

Approximately how many individuals are enrolled in the network?

_____ Wyandotte County, Kansas _____ United States

a. How long has the network been operational in Wyandotte County, Kansas? _____

b. Provider Directory in electronic format for Wyandotte County, Kansas area that includes specialty, name/telephone number, city and zip code.

c. How many of each of the following medical providers are in your Wyandotte County, Kansas network? Do not count any physician more than once, due to multiple locations or specialties.

Hospitals		Endocrinologist	
Laboratory		Chiropractors	
General/Family		Psychiatrists	
Pediatrician		Dermatologists	
OB/GYN		Other Specialists	
		Total	

d. Describe network access outside of the Wyandotte County, Kansas area for:

Specialty care not available in local area: _____

Other Kansas providers: _____

Attach specific information on the contract rates and facilities to be used for transplants.

6. Describe Preferred Provider Services:

a. Are the physicians in your network required to accept assignment of benefits?

() Yes () No

Comments: _____

b. How do you prevent physicians in your network from balance billing?

c. Are you willing to provide current Provider Contract information for providers currently under contract upon request?

() Yes () No

d. Describe procedure for notifying the UG of change in providers:

e. What criteria are used for selecting providers? _____

f. Describe provider discount structure and average savings generated by the provider discounts in this geographic area? _____

g. How can your savings be documented? _____

h. Describe provider repricing procedures: _____

i. Will you be willing to provide sample reports upon request?

() Yes () No

j. How often are Provider Directories updated? _____

k. Is Provider information on the Internet?

() Yes () No

l. Describe claims cost management procedures: _____

m. Describe provider repricing procedures: _____

n. Are out of network claims negotiated? _____

7. Please state any variations to the Request for Proposal Assumptions or other qualifications for your proposal:

8. For what period of time are quoted rates guaranteed? _____

9. Is a longer rate guarantee available?

() Yes () No

If so, please describe: _____

MEDICAL NETWORK RATE QUOTE:

Medical Network Fees				
Benefit	Participants	PMPM	Monthly Fee	Annual Fee
Primary Network	2,190			
Total Annual Premium:				

ADDITIONAL FEES:

Set-Up:

Center of Excellence:

Out-of-Area:

Booklets:

Other: (Please explain)

Utilization Review Services

QUESTIONS:

1. Describe organization submitting proposal:

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Year Founded: _____

2. Will you be willing to provide financial information about your firm upon request? () Yes () No

3. Describe Utilization Review experience:

a. Number of Clients: _____

b. Number of Covered Employees: _____

c. Other: _____

4. Provide three (3) Kansas client references (preferably public entities):

Name of Client	Contact Person	Telephone Number	Number of Employees

5. Describe insurance coverage:

Errors & Omissions: _____

Other Fiduciary Liability: _____

6. Describe Utilization Review Services:

a. Do you provide toll-free telephone access?

() Yes () No

b. Is 24-hour service provided?

() Yes () No

c. Describe the following services:

- Hospital Pre-Certification: _____

• Concurrent/Continued Stay Review: _____

• Large Case Management: _____

d. Describe Pre-Certification Procedures:

• Employee Notification: _____

• Employer Notification: _____

• Claim Pay or Notification: _____

d. Does employee receive written confirmation for Hospital Pre-Certification?

() Yes () No

If yes, please provide sample.

7. Describe Staff:

Professionals: _____

Para-Professionals:

8. Reports:

a. Will you be willing to provide sample reports provided to employers upon request?

() Yes () No

b. How often are reports provided? _____

c. May employer request special reports?

() Yes () No

9. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote: _____

10. For what period of time are quoted rates guaranteed? _____

UTILIZATION REVIEW RATE QUOTE:

Utilization Review Fees				
Benefit	Participants	PMPM	Monthly Fee	Annual Fee
Utilization	2,190			
Pre-certification	2,190			
Large Case	2,190			
Total Annual Premium:				

ADDITIONAL FEES:

Set-Up:

Other: (Please explain)

Prescription Drug Card Services

QUESTIONS:

1. Describe organization submitting proposal:

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Year Founded: _____

2. Will you be willing to provide financial information about your firm upon request?

() Yes () No

3. Describe Prescription Drug experience:

Number of Kansas Clients: _____

Number of Kansas Pharmacies: _____

Other: _____

4. Provide three (3) Kansas client references (preferably public entities):

Name of Client	Contact Person	Telephone Number	Number of Employees

1. Describe Pharmacy network:

a. Will you be willing to provide list of pharmacists currently in pharmacy network in Wyandotte County, Kansas upon request? () Yes () No

b. Describe relationship with pharmacists including degree of automation and reimbursement procedures:

c. Other: _____

6. Will you be willing to provide a sample identification card upon request?

() Yes () No

a. Can identification card be mailed to employee's home?

() Yes () No

b. Can identification card be combined with medical card?

() Yes () No

7. Prescription Drug Costs:

Retail	Brand	Generic
• Filling Fee		
• AWP		
• Other		
Mail Order		
• Filling Fee		
• AWP		
• Other		

8. Other Services:

Generic Drug Substitution: _____

Maintenance Drugs: _____

Mail Order Prescriptions: _____

9. Manufacturer Refunds/Rebates:

Please provide complete description for allocation of manufacturers' refunds/rebates; including allocation formula for sharing refund with the UG: _____

10. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote: _____

11. For what period of time are quoted rates guaranteed? _____

12 Is a longer rate guarantee available?

() Yes () No

If so, please describe:

PRESCRIPTION DRUG ADMINISTRATION RATE QUOTE:

3 Year Term

Prescription Drug Administration Fees				
Benefit	Participants	PMPM	Monthly Fee	Annual Fee
Rx	2,190			
Total Annual Premium:				

ADDITIONAL FEES:

Set-Up:

Other: (Please explain)

Manufacturers' Refunds:

Estimated Annual Refund Amount, if applicable: _____

Comment: _____

Individual Stop Loss Insurance (ISL)

QUESTIONS:

1. Describe the business entity submitting the proposal:

a. Insurance Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Year Founded (Insurance Company): _____

b. What percentage of overall business is Health related? _____

c. Managing Underwriter's Name: _____

d. Year Founded (Managing Underwriter): _____

e. Number of Years for Representing Insurance Company: _____

2. Describe Financial Stability of Insurance Company:

A.M. Best Rating: _____

Is Insurance Company authorized to do business in Kansas?

() Yes () No

3. Provide a list of three (3) References (preferably Kansas public entities):

Name of Client	Contact Person	Telephone Number	Number of Employees

4. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years?

() Yes () No

a. If yes, identify each lawsuit by party, case number, court, subject matter, and disposition: _____

b. Does the business entity have any claims filed against it which are unresolved and presently pending before any State of Kansas Administrative agency?

() Yes () No

If yes, please provide a full description of the matter:

5. Financial Information:

Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during the preceding seven (7) years?

() Yes () No

If yes, please describe:

1. Describe ISL claim payment process:

a. Where will claims be paid? _____

b. What is the definition of "paid claim" to be eligible for reimbursement? _____

c. Can the UG or its representative(s) speak directly to claim examiner for questions related to payment of claim?

d. () Yes () No

Comment: _____

e. What is the normal processing time for ISL claim? _____

f. What are eligible expenses related to investigation of claim (e.g. hospital audit, medical records, etc)

g. If the UG has negotiated with providers, with these discounts be accepted in lieu of doing a hospital audit?

() Yes () No

h. Describe documentation needed for ISL claim reimbursement: _____

i. Describe Underwriting:

j. Will any claimants be excluded or assigned a higher deductible?

() Yes () No

If so, please describe: _____

9. Will renewal rates be provided to the UG at least 90 days prior to renewal date?

Yes No

11. What trend factors have you used in your proposal?

Insurance	Utilization	Inflation	Total
Health			

12. How do you calculate trend adjustments-mid-point or effective date?

13. Please provide a copy of the Stop Loss Carrier’s Quotation Document.

14. Will you agree to provide a Specimen Stop Loss Contract?

Yes No

15. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in the UG’s booklet?

Yes No

If so, please describe: _____

16. Are the active-at-work and disabled dependent provisions waived for the effective date of the contract?

Yes No

17. If Centers of Excellence are used for your transplant coverage, please provide specific information for facilities cost and procedures to be used: Please attach a schedule with complete information:

18. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote:

19. For what period of time are quoted rates guaranteed? _____

Is a longer rate guarantee available?

Yes No

20. Confirm that quoted rates net of agent commission? Yes No

If no, please describe: _____

21. Do quoted rates include advance funding for Specific Claims?

Yes No

If no, additional cost to provide: _____

22. Is the quote based on the services of a particular claim administrator or provided network? Comment: () Yes () No

23. Do quoted rates include unlimited benefits per plan year for Specific Claims? Comment: () Yes () No

STOP LOSS RATE QUOTES:

Attach underwriting quote sheet for the following quotes, based on two tier rates:

- a. Individual stop loss for medical and prescription Drug benefits on a 12/15 reimbursement basis with deductible of \$325,000.
- b. Individual stop loss for medical and prescription Drug benefits on a 12/12 reimbursement including optional terminal liability basis with deductible of \$325,000. Also, include option for run-off claim liability coverage.

ATTACHMENT B

CENSUS OF ENROLLED EMPLOYEES

ATTACHMENT C

CLAIMS EXPERIENCE – 3 YEARS

ATTACHMENT D

LARGE CLAIMANTS – 3 YEARS

ATTACHMENT E

TOP 100 PHYSICIANS BY CLAIMS DOLLARS

ATTACHMENT F

TOP 25 FACILITIES/HOSPITALS BY CLAIMS DOLLARS

ATTACHMENT H

BENEFITS SUMMARY FOR THE PAST 3 YEARS, INCLUDING CURRENT CONTRIBUTION RATES.

Attachment I
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KS
RFP – R28424
Unified Government Employee Benefit Plan

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code;
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition; and
- 5.0 it has the full authority of the Respondent to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of ____120____ days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

State, Zip: _____

SSN or Federal ID
Number: _____

Phone Number: _____

E-Mail: _____

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