

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE ELIGIBILITY SYSTEM FOR
THE CITY OF STOCKTON, CALIFORNIA
(PUR 16-006)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., OCTOBER 20, 2016
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California to provide Eligibility System (PUR 16-006) in strict accordance with the specifications.

The City is seeking proposals from firms that can provide high quality Eligibility System to its members at the most competitive rates with as little member disruption as possible. This projected effective contract start date is July 1, 2017.

Proposal forms and specifications are available on the City's web site at www.stocktonca.gov/bidflash and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202, up to but no later than **October 20, 2016, at 2:00 p.m.**

The City reserves the right to reject any and/or all proposals received.

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

via email - Purchasing@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: September 29, 2016

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

PROPONENT'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- * ___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 25 to 34 AND PLACE IN THE FRONT OF YOUR PROPOSAL).

- * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

- * ___ Complete and sign a "Proponent's Fee Schedule" form, (and submit under separate cover).

- * ___ Sign the "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatree.**

- * ___ To the City, submit one (1) ORIGINAL (unbound and no staples) and SIX (6) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal and all proposal documents. To Segal, submit a courtesy copy of the proposal and a CD.

- * ___ Review all clarifications/questions/answers on the City's website at www.stockton.gov/bidflash.

- * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **October 20, 2016 at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
 - A) **“RFP – TO PROVIDE ELIGIBILITY SYSTEM”**
 - B) **PUR 16-006**
 - C) **October 20, 2016**

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
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Via email - Purchasing@stocktonca.gov

*If not completed as required, your proposal may be rejected.

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1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their web-based eligibility systems and select a vendor that is “best in class” and competitive in terms of services and fees, as well as experienced with the unique operational features of City’s health plans. To that effect, the City is seeking a vendor that not only can provide the system functionality and services outlined in this RFP, but can also demonstrate “best in class” attributes through proactive, innovative, and creative solutions, as well as technology, and operational efficiency.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **2:00 p.m., on, October 20, 2016**, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

To the City, ONE (1) original (unbound and no staples) and SIX (6) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "RFP to provide Eligibility System for the City of Stockton (PUR 16-006)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

Also, submit a similar courtesy copy of one proposal and CD to Segal at:

The Segal Company
c/o Tom Morrison
330 North Brand Blvd., Ste. 1100
Glendale, CA 91203

The timeliness of the submission and its acceptance will be determined by the City of Stockton. Any portion or documents submitted to Segal, but not submitted to the City of Stockton will not be accepted.

No unsolicited material will be accepted after the submittal date.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter [5.08](#) shall be granted a two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter [5.08](#) shall be granted a three (3) percent bid preference. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1).

1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City.

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Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request requirements in any respect, by an oral Statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktongov.com/bidflash. Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

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1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

For Information on Technical Data or RFP Process/Clarification, contact:

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING
Tom Morrison, SEGAL

Via email - Purchasing@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of proposals. Any City response to a request for clarifications/questions/answers will be posted on the City's website at: www.stocktongov.com/bidflash (no later than five (5) calendar days prior to the due date), and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton Elected Official or Employee that is not expressly listed in this request during the RFP process will, and shall be, just cause for disqualification/rejection of proponent's proposal/proponent's submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, company, or corporation shall be allowed to make or file or be interested in more than one proposal for the same supplies, services, or both; provided, however, that subcontract proposals to the principal

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proponents are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.14 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

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Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive. Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

1.15 HOLD HARMLESS DEFENSE CLAUSE

With the exception that this section shall in no event be construed to require indemnification by PROPONENT to a greater extent than permitted under the public policy of the State of California, PROPONENT shall, indemnify, protect, defend with counsel approved by CITY and at PROPONENT'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and Proponent fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by PROPONENT or PROPONENT'S officers, agents, employees, volunteers or subcontractors. PROPONENT shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of PROPONENT to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by PROPONENT under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by PROPONENT to a greater extent than permitted under the public policy of the State of California, the parties agree that PROPONENT'S duty to defend CITY is immediate and arises upon

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the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by PROPONENT or PROPONENT'S officers, agents, employees, volunteers or subcontractors. PROPONENT'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. PROPONENT shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert Proponent and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse PROPONENT for amounts paid in excess of PROPONENT'S proportionate share of responsibility for the damages within 30 days after PROPONENT provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures PROPONENT is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by PROPONENT to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, PROPONENT shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of PROPONENT, regardless of whether such claim may be covered by any applicable workers compensation insurance. PROPONENT'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PROPONENT under workers' compensation acts, disability acts, or other employee benefit acts.

1.16 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States City Court for the Eastern City of California, Sacramento Division.

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1.17 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.18 NOTICE TO OUT-OF-STATE VENDOR

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of State will be remitted to the State Board of Equalization directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Purchasing Division at (209) 937-8357.

1.19 TERM

Anticipated contract award is 3 years with the option to renew for 2 additional one-year periods. The projected start date is **July 1, 2017**.

1.20 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

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1.23 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.24 CHANGES

The City's representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's Project Manager, pursuant to the adopted City of Stockton Standard Specifications.

1.25 AWARD

Upon conclusion of the Request process, a contract may be awarded to provide Eligibility System for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.26 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.27 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

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1.28 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

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2.0 BACKGROUND

The City currently uses Delta Health System as its eligibility vendor. The City currently offers two Kaiser HMO options, one Sutter HMO option, and one self-insured PPO plan option (called the Modified Plan) to its active employees. The only option currently available to retirees is the City’s self-insured PPO plan (also called the Modified Plan but with slightly different benefits than the actives’ Modified Plan). The City’s “Original” plan is a closed plan for retired employees and has only 1 Medicare Eligible retirees remaining on the plan.

The current Modified PPO Plan utilizes the Anthem Prudent Buyer Network with claims administered and paid by a third-party administrator, currently Delta Health Systems (DHS).

CVS Caremark provides prescription drug services for participants in the self-insured plans.

As of July 2016, there are approximately 1,157 employees/retirees enrolled in the City sponsored medical plans.

The City has a self-insured vision through VSP and a self-insured dental PPO plan through Delta Dental. The City also has a fully insured Dental HMO plan through Delta Dental.

Below is the list of vendors that the City is contracted with effective 7/1/2017 for health and welfare benefits.

Service	Vendor
Medical	Kaiser, Anthem, Sutter
Third Party Administration (TPA)	To be selected
Stop Loss	Ullico
Dental	Delta Dental
Vision	VSP
Pharmacy	To be selected
Life Insurance	MetLife
Long Term Disability	Reliance
Health Reimbursement Arrangement (HRA)	To be selected
Section 125	P & A Group
Employee Assistance	IBH
Voluntary Insurance Products	American Fidelity

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Eligibility

The following persons and their eligible dependents are eligible for enrollment:

1) Active Employees

Full-time employees and eligible regular part-time employees of the City, some elected officials, or individuals who occupy a position which, according to the Memorandum of Understanding, management compensation plan, or other employment/contract, is entitled to benefits.

2) Retirees

Retired employees of the City who are entitled to benefits for a period of time, according to the provisions of the Memorandum of Understanding in effect at the time of their retirement. Retired employees eligible for Medicare are required to enroll in Medicare Parts A and B.

2.1 SCOPE OF WORK

The City of Stockton is seeking proposals from firms that can provide an eligibility system to the organization and its members. The scope of work and required system functionality includes the following. All of these services must be included in your quotation at no additional cost for these services:

A. Account Management

- 1) Provide a designated Account Manager and Account Management team.

B. Eligibility Administration

- 1) Provide web based eligibility system for all benefit coverages (i.e., medical, prescription drug, dental, vision, medical FSA, dependent care FSA, life, other voluntary benefits, EAP and LTD).
- 2) Provide web based access to staff to enter, update and view eligibility and enrollment information. Their system will need to accommodate/provide access for 6 users.
- 3) Web based viewing of enrollment information in real time by participants.

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- 4) Online enrollment and update of employee information facility by participants.
- 5) Allow for immediate printing of summary of benefits and coverages after entering and/or updating enrollment information.
- 6) Ability to maintain complete, detailed records, by month, for each employee including census data, all dependent demographic, Social Security information, eligibility, coverage selections, etc. for ACA reporting and other requested reports.
- 7) Ability to maintain eligibility and enrollment information as reported by the City.
- 8) Ability to track and manage changes of eligibility status for employees and dependents (e.g., short-term and long-term disability, military leave, FMLA, etc.).
- 9) Track eligibility and enrollment election history for employees and dependents.
- 10) Allow for direct interface or ability to create data file export for payroll system.
- 11) Transmit enrollment file to all providers based on established schedule (e.g., daily, monthly, etc.).
- 12) Collaborate with voluntary benefits vendor for voluntary benefits enrollments and deductions.
- 13) Provide ability to maintain other insurance coverage information for an employee and/or dependent, including ability to electronically transmit other coverage information to vendors.
- 14) Have ability to work with existing vendors, including but not limited to third-party administrator, Anthem, Ullico (stop loss vendor), Kaiser, Sutter Health Plus, Delta Dental, VSP, MetLife, Reliance, American Fidelity for voluntary benefits and Flexible Spending arrangements, and P&A Group for Section 125 benefits.

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- 15) Prepare premium reconciliation reports for third-party administrator.
- 16) Interface with the City's payroll system for employee deductions for benefits.
- 17) Ability for City Staff to enter notes into employee records and image file of documents.
- 18) Ability to track eligibility dates by each benefit and each dependent separately.
- 19) All changes to employee records require two users to enter/verify the changes before acceptance into the system.

C. Carrier Interface

- 1) Develop interface with each vendor that provides insurance to the City, including new interfaces should the City change a vendor during the contract period with your firm.

D. Self-Billing

- 1) Product must include all benefit financial information to allow self-billing by City to vendors.
- 2) Optional employee benefit statement and confirmation of benefit election.
- 3) Ability to handle employee self-payments and update enrollment/eligibility.
- 4) Allow for direct interface or data file extraction for self-billing for medical, dental, vision, life, LTD, EAP, FSA, and voluntary benefit carriers to TPA.
- 5) Collaborate with voluntary benefits vendor for voluntary benefits on computerized billing system.

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E. System Security

- 1) The City must have access to all data. All data is and will remain the property of the City of Stockton

F. Data Reporting

- 1) Ability for City Benefit Staff users to create and print routine and ad hoc/custom reports based on all data elements maintained in system.
- 2) Provide standard eligibility reporting package as well as any specific or customized reports required by the City as outlined below:
 - a. Employee Enrollment Report – Contains the names of employees/retirees enrolled for benefits for a pre-determined period, including ability to breakdown by bargaining unit, plan and/or by coverage type.
 - b. Enrollment Adjustment Report – Shows the number of participants in the prior and current eligibility periods, and the adjustments.
 - c. Enrollment Termination Report – Details of changes in enrollment as a result of termination of employment or retirement or change in status for COBRA administration.
 - d. Employee Status Change Report – Shows details of all changes to employee status (e.g., active to disability) that have occurred during a selected time period.
 - e. Dependent Loss of Eligibility Report – Shows dependents that will lose their eligibility in a predetermined number of days, due to their age based on upon different age limiting criteria by plan.

G. Customer Service

- 1) Provide customer service to answer inquiries and support issues from the City, Monday through Friday from 8:00 AM to 5:00 PM (PST).

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H. User Training

- 1) Provide user training on all system modules (enrollment, self-billing, reporting, etc.).
- 2) Provide system user and training documentation.

I. System Requirements

- 1) Ability to load eligibility history from the existing eligibility system provider Delta Health Systems
- 2) Ability for real time updating of enrollment or demographic changes.
- 3) Provide the flexibility for the City to determine its own eligibility rules.
- 4) Provide capability to search for any data type within all employee/retiree records.
- 5) System is multi-browser compliant and responsive (i.e., auto-resizing).
- 6) Users have ability to request logins and password resets through the portal; the Administrator has the capability in the system to manage the requests.
- 7) Report generator for the City to customize a library of its own reports.

J. HIPAA

- 1) Provide secure transmissions according to the HIPAA Security Rule and HITECH Provisions.
- 2) Limit use of system functions to authorized users. System functions (transaction entry, file maintenance, inquiry, report initiation, etc.) will be restricted in such a way that some functions will be available to all users in a certain category, while other functions will be available to as few as one or two specific individuals.

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- 3) Provides a unique user name and login for each user.
- 4) Ability to provide user defined field level security throughout the system.
- 5) Ability to define and maintain customs fields.
- 6) Ability to track history of changes to key fields.
- 7) Ability to restrict the data a user may change.
- 8) System will produce a report that shows all changes to any employee/retiree's record (audit trail). The report will include the date of change, type of change, time of change, original data, new data and name of system user making change.
- 9) Complies with all HIPAA Security regulations.
- 10) Complies with HITECH encryption and destruction provisions.

K. Post Termination Services

- 1) Proposer will include in the proposed fees the preparation of data file, layout, and field definition library to successful vendor upon notice of termination for existing contract.

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3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and six (6) copies of your proposal/qualifications. The original should be unbound to allow us to reproduce your proposal, as needed. Additionally, submit one (1) CD with an electronic version of the proposal and all submitted proposal documents. Additionally, a courtesy copy of the proposal and CD must be submitted to Segal.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the company authorized to bind the company to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your company.

3.0.2 Minimum Experience Qualifications Summary

A Statement of professional experience and ability.

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3.0.3 Management/Method of Operation

Provide a detailed description outlining your company's approach to provide the service. Highlight innovative ideas your company may have to provide to the City and describe in detail your procedures and management techniques.

3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding company performance.

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income Statement. If the proponent is a new partnership or joint venture, individual financial Statements must be submitted for each general partner or joint venture thereof. If the company is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under Federal bankruptcy law or any State insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your company is organized, noting major divisions and any parent/holding companies, as well as brief history of the company and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also, provide a description of the experience your company has had with similar processes.

3.0.7 Proposal Fee (Under Separate Cover)

Provide a detailed basic fee structure and break-down of any other charges related to your company's proposal. Finalist's fee structure may be subject to negotiation.

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3.0.8 Proposal Format

The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

3.0.9 Supplemental Information

Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and
Supplementary graphic material.

3.0.10 Proposal Submission

All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 Proposal Submission by Agent

When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 Proposal Submission by Partnership or Joint Venture

If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 Proposal Submission Requirements

The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified company(ies) with the ability to provide a web-based eligibility system. A key component for the successful company will be the ability to meet the City's performance expectations while minimizing the cost.

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The Evaluation Panel (Panel) will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each company must be represented by an individual who will be the prime contact person to the City and any other individuals whom the company may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

- A. Proponent's ability to provide all services as outlined in the Scope of Work;
- B. Related experience with similar projects, company background and personnel qualifications;
- C. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
- D. Proponent's Agreement;
- E. Non-Collusion Affidavit;
- F. References;
- G. Recently terminated clients;
- H. Performance Guarantees; and
- I. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

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3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Company. Selection or rejection of the proposal shall not affect this right. Non-proprietary, confidential information including rates will be subject to public information requests.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the company which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENT COVER SHEET

- A) "RFP – TO PROVIDE ELIGIBILITY SYSTEM"
- B) PUR 16-006
- C) October 20, 2016

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

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PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at www.stocktongov.com/bidflash
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

COMPANY

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO. /FAX NO.

DATE

E-MAIL ADDRESS

NON-COLLUSION

AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, _____)ss.

County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,
designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

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PROPONENT'S QUESTIONNAIRE

Questionnaire Instructions to Proponents

*****DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING*****.

- Provide an answer to each question even if the answer is “not applicable” or “unknown.” Incomplete questionnaires may be cause for disqualification.
- Answer the question as directly as possible.
 - If the questions asks “How many...” provide a number
 - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Lengthy responses are less preferred, please be concise and use bullet points as appropriate. Do not refer the reader to an appendix or attachment for further information.
- Proponent will be held accountable for accuracy/validity of all answers.
- Remember, RFP responses will become part of the contract between the winning Proponent and the City.

NOTE: Please make sure to include an electronic copy of your completed questionnaire in **Word Format** on the CD with your response.

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DO NOT ALTER THE QUESTIONS

GENERAL RFP REQUIREMENTS

For this section of the questionnaire, answer the question/requirement with a simple “Yes” or “No” answer. If you answer “No” to any of the questions/requirements in this section, please explain the response at the end of the section. The explanation will be reviewed, however, failure to agree to all of the terms requested in this section may cause the City to deem your proposal non-responsive.

<p>1. Do you agree that if this proposal results in your company being awarded a contract and if, in the preparation of that contract, there are inconsistencies between what was proposed and accepted versus the contract language that has been generated and executed, that any controversy arising over such discrepancy will be resolved in favor of the language contained in the proposal or correspondence relating to your proposal?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>2. Will you agree to be bound by the terms of your proposal until a final contract is executed?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Do you agree to all the terms and conditions in Section I of this RFP?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. You will be required to issue the Contract within thirty (30) calendar days after being given a <i>Notice of Intent to Award</i> unless waived by the City. Please confirm your acceptance of this requirement.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Confirm that your proposed fees are guaranteed for 36 months.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>6. Confirm that your proposed fees are also guaranteed for the two (2) Option Years 4 & 5, to be exercised at the discretion of the City.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>7. Please confirm that there will be no adjustments to the proposed fees and/or rates based on actual enrollment or subsequent shifts in enrollment.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>8. The City requires that it maintain the right to terminate the contract at any time provided that it gives 60 days advance written notification to the Proponent. Do you agree to this provision?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>9. Will you transfer administrative records to any vendor that would replace you in the event of termination of this contract at no charge?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>10. Confirm that your service team supporting the City’s Benefit Management will be available to the City Personnel during normal business hours for the operation of the City.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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11. Will you agree to accept any specified eligibility rule established by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Will you agree to include in your contract a hold harmless provision that indemnifies the City against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your officers, employees, and agents of the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Do you agree to maintain compliance with HIPAA privacy and security for the duration of the contract with the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Confirm that your company is in compliance with all state and federal laws applicable to the programs you are proposing or the services you will provide.	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Do you agree to provide monthly, quarterly, and annual reporting (<i>i.e.</i> , administrative costs/premium, claims, enrollment and utilization)? - Enrollment: Monthly - Administrative costs/premium: Monthly - Claims: Monthly including large claim reports - Utilization: Quarterly; Semi-Annual and Annual - ACA data requirements; when needed	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Do you agree to commence work prior to the contract start date to ensure a smooth transition during the 2017 open enrollment period which is scheduled to begin around the first of May, 2017?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Do you agree to perform all services listed under section 2.1, Scope of Work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Does your proposed fee include all services listed under section 2.1, Scope of Work?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Explain any "No" answer provided in the requirements above:

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Company Background/Profile

1. How long has your company been operational? Has your company been known by any other names(s) in the last ten years? Is your company a division or subsidiary of a parent firm?
2. Where is your company's home office located? Please list all the locations that will be providing the systems and services you are proposing in your RFP response.
3. How many employees are currently employed at your company? How many are employed at the offices that would be serving the City?
4. Do you plan to sub-contract any portion of the systems or services required to another firm? If yes, please answer the following:
 - Which of the systems or services would you plan to sub-contract and to which company?
 - Would you take responsibility for the quality, timeliness and accuracy of these systems/ services?
 - Describe how your staff would interface with the staff of the subcontractor(s).
5. As the contract will be issued in the state of California, please confirm that the contract will be in full accord with the laws of that jurisdiction.
6. Please provide any proposed changes to the City's master contract under Appendix B.
7. Designate the individual(s) with the following responsibilities. Include the name, title, and address of each individual, along with a brief description of his/her qualifications and experience.

	Response
The individual(s) representing your company during the proposal process	
The individual(s), who will be assigned to the overall ongoing management of City account	

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Financial Profile

All financial information will be held in confidence.

8. Give a brief description of your company's financial structure, including ownership and general financial condition.
9. Provide the latest annual report or other financial reports (including audited financial statements) that indicate the financial position of your organization. If your company is privately held, list owners with 5 percent or more of equity.
10. Has your company ever been involved in any litigation or are there any outstanding legal actions pending regarding the proposed product/services? If yes, please explain the nature and current status of the action(s). Are there any outstanding legal actions pending that would affect your ability to provide the requested services? If yes, please explain.
11. Has your company, its affiliates or any of its staff, principals or owners ever been subject to a governmental or criminal investigation involving the requested services? Please describe.
12. Please describe any type of external audits performed of your operations including but not limited to SSAE 16 (SAS-70) and the frequency of these audits.
13. The proposer may be asked to participate in audits on behalf of the City. Please confirm that you will agree to cooperate fully in any requests for audit and you will provide all system data elements requested by the City's auditor. What, if any, restrictions would apply?
14. What fidelity and surety insurance or bond coverage do you carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees that would protect the City in the event of a loss. Please provide a copy of your insurance certificate.
15. Has your firm or any client administered by your firm ever sustained a fidelity loss or claim? If yes, please provide details.
16. Indicate your firm's liability insurance limit with regard to errors, omission, negligence, etc. Please include deductible and annual limit (per occurrence and aggregate) information and name of insurer. Please provide a copy of your insurance certificate.
17. Are there any pending investigations, regulatory proceedings, license renewals, litigation or legal actions concerning your organization or any employee of your company? If so, please explain the nature and current status of the action(s).

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Organizational Experience and References

18. Describe your company's experience providing eligibility and enrollment systems for health and welfare plans. How long has your firm been providing these types of systems?
19. Of your company's current clients, what five would be viewed as peer groups for the systems and services requested by the City? Please Provide the names of five (5) accounts for which you are presently providing enrollment and eligibility systems/services similar to those that you are proposing. Include the following information:
 - Client name
 - Principal location
 - Client contact including name, title, and phone number
 - Systems/services provided
 - Effective date of contract
20. Has any client terminated the services of your firm during the past ten years? If so, please provide the names along with the reason for each termination. May they be contacted?

Eligibility and Enrollment Administration

21. Please provide examples of eligibility systems and services outlined in this RFP that you have performed for other clients.
22. Describe your eligibility/enrollment system and how the system would track and capture eligibility/enrollment information for the City. Please be specific.
23. Can the system/web portal be personalized for the City? Please be specific.
24. Can the City's identified system administrator make changes to your system's configurations (e.g., benefit plan options, premiums, eligibility, etc.)?
25. Can confirmation statements be printed when the City has completed the online enrollment process?
26. Does the system store and display current dependent data including the benefits the dependents are enrolled in?
27. Does the system store and display current Coordination of Benefits (COB) information for the employee and dependents?
28. Describe your system's capabilities related to COBRA Administration and self-billing.

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29. Is there a limit to the number of the City's staff that could act as a system administrator and/or have access to the system? Is pricing based on the number of users?
30. How many days of training will be provided to the City and its staff?
31. Describe how you provide system support. Do you have a call center or online help desk ticketing process for submitting issues? What is your response time for support issues?
32. What are your support hours? How do you handle support issues during non-business hours?
33. Does the system include any help screens? If so, describe the various help features.

Eligibility and Enrollment System

34. Please describe your eligibility/enrollment system (hardware, platform, software, real-time, etc.). Do you expect any major software or hardware updates in the next 1 – 3 years?
35. Describe how the eligibility/enrollment system is accessible to the City and from where. How is the site accessible to participants?
36. Describe your minimum browser requirements.
37. What provider hosts (physically) your system(s) and/or web sites, or are they self-hosted? Where is the facility?
38. How is physical security provided? What are your firewall policies?
39. Does the system include a secure site with secure individual login ID and password for all users? If yes, how are ID's and passwords generated?
40. Are all system transactions date and time stamped?
41. Do you have a system and data file back-up policy? If yes, please outline. If it includes off-site storage of back-up media, please give address of such site and frequency.
42. Describe your disaster recovery program and business resumption strategy.
43. Is the eligibility/enrollment system compatible with all major internet browsers and all major operating systems?

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44. Describe your readiness and capabilities regarding ACA Code Section 6055 (Employer Shared Responsibility Penalty). Will you be able to file IRS Forms 1094-B and 1095-B on behalf of the City?

Data Transfer

45. Does your system have the capability to transmit and receive eligibility and other data electronically? Please describe your data transfer capabilities.
46. How are file transfers or other data interfaces executed and secured?
- Describe your authentication process and various levels of user security.
 - What measures do you have in place to prevent unauthorized access?
 - How are passwords protected?
47. Do you have experience developing interfaces for and transferring eligibility files to the City's current vendors listed under section 2.0 Background (Anthem, Kaiser, CVS, Delta Dental, VSP)? Or accepting data files electronically from these vendors? Do you have an established method with these vendors for receiving and sending files securely?
48. When you transfer files are the files digitally signed?
49. Does your system provide confirmations when files are sent or received?
50. In transmitting data to carriers, do you employ fully automated, electronic file feeds? Can these file feeds be customized to carrier specifications? Can you adhere to ANSI file standards in accordance with HIPAA?
51. Describe the audit and reconciliation processes you perform on transaction exchanges.
52. Does your system allow for direct interface with or the ability to create data file exports for payroll systems? If so, please describe your system's capabilities.

Reporting Capabilities

53. Please describe your system's reporting capabilities and the other reports that you provide as part of your standard reporting package. Please provide samples of your standard reports.
54. Please confirm your ability to comply with the reporting requirements outlined in Section 3, as well as any deviations from the requirements.
55. Would you provide ad-hoc data reports at the City's request? If so, please describe your ad-hoc data reporting capabilities. Would there be additional fees

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for programming these reports? If so, please provide your pricing schedule, including computer programming time per hour.

56. Are reports available online? Can they be downloaded into other applications (specify applications)? If reports can be downloaded, are they transferred by a secure method?
57. Do you have system activity reports? Do you have an activity report for open enrollment?

HIPAA Administration Simplification Provisions

58. Describe the process used by your company to comply with HIPAA EDI, Privacy, and Security requirements. Have you received external or independent certification regarding your HIPAA compliance?
59. Describe your HIPAA compliance solution and certification relative to the Operating Rules concerning eligibility for a health plan.
60. Is your staff trained on all Privacy and Security requirements? Describe your training program and enforcement policy.
61. How is security set up in the system? What are the different levels of security?
62. Is your system database encrypted?
63. Are data backups encrypted? Do you store backup media off-site and if so, how are they transported off site?
64. Are all electronic transmissions of PHI, including eligibility files, authorizations, reports, etc., encrypted or sent via secure means? Which encryption methods do you support for e-mails and file transmissions? Please describe.
65. What are your procedures for data destruction prior to hardware and media disposal?

Implementation and Transition Issues

66. Please confirm that you understand the requested system functionality and scope of services and that you will be able to complete all implementation activities by July 1, 2017 (or within 90 days of being notified). What is the minimum amount of time recommended to ensure a clean transition of the proposed system(s)?
67. Provide an implementation schedule including dates, tasks and persons responsible to successfully implement the system effective July 1, 2017. What

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are the major milestones and events associated with your implementation plan? Describe the process and include a timetable, beginning with contract award to effective date.

Performance Standards

68. Are you willing to provide performance standards part of the contract? What performance standards would you be willing to include in a contract with the City?

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PROPONENT INFORMATION SHEET

Organization Name:	
Date Founded	
Contact Person's Name	
Title	
Address	
City/State	
Phone Number	
E-mail Address	
Fax Number	
Website	

CURRENT CLIENT REFERENCES				
(list a minimum of 4) Public Sector reference encouraged				
Name	Contact Name	Phone Number and Client Location	Number of Employees	Contract Start Date
RECENTLY TERMINATED CLIENTS				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

 Authorized Signature

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FINANCIAL EXHIBITS

Fees should include all system functionality and support services outlined in this RFP. List in Table 2 any services that you would not provide or that are not included in your fees.

Please be advised that if your quotes are not “firm” or “final” you must clearly indicate it in your proposal and explain exactly what information will be needed in order for the quote to become final. In providing fee estimates please keep in mind the following:

1. Please complete the tables that are at the end of this section. Include all assumptions used to develop the fees. In preparing the tables, please keep in mind the following:
 - a. Any set-up fees to transfer records from the current system and/or manual records to your system should be listed separately; and
 - b. Any special fees or charges of any kind for services or supplies that will not be covered by your proposed fee must be disclosed in your proposal. Please describe any services or supplies you will not cover.
 - c. Fees should be quoted on a per employee/subscriber basis. The only exceptions are for the one-time setup fees and additional interface fees.
 - d. Per employee/subscriber or rates should not stipulate the number of enrollees or require adjustment contingent upon fluctuations in enrollment
 - e. Rates should be all-inclusive with no “pass-through” charges. All services provided in relation to performance under the contract must be included in the per employee/subscriber rates.

2. Please confirm that:

	Confirmed	Not Confirmed	Comments
All fees are guaranteed for 36 months from contract inception. Fees are guaranteed for 12 months upon renewal after the initial contract expiration (at the City’s option), and that all future rate adjustments will be subject to annual renewal (e.g., at least 12 months) in the absence of any major plan revisions	<input type="checkbox"/>	<input type="checkbox"/>	
All future rate adjustments will be communicated at least 60 days in advance of the effective date	<input type="checkbox"/>	<input type="checkbox"/>	
Transfer all records to the City or a successor vendor within 30 days of termination in a form that is acceptable to the recipient	<input type="checkbox"/>	<input type="checkbox"/>	

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Table 1 – Summary of Fees

SERVICE	MONTHLY FEE				
	Year 1	Year 2	Year 3	Year 4	Year 5
Eligibility and Enrollment System: <ul style="list-style-type: none"> • Please include basis of fees (e.g., PEPM, flat monthly, one-time bundled, etc.) • If fees are quoted on a PEPM basis, please base on 1,157 participants 					
Other Fees (if not included above): <ul style="list-style-type: none"> • Interfaces • User Training/Documentation • Other 					
Software Support/Maintenance					
One-Time Set-Up/Implementation Fee					
Total Monthly Fees					
Total Annual Fees					

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Table 2 – Fees and Services

List of all functionality/services that are included in fees outlined above
Any special fees, charges or expenses of any kind not included in the base fees outlined above – Any service or charge not listed will be assumed to be included in the proposed fees and may not be billed to the City
List of functionality/services not included in fees outlined above, along with associated additional fees - Any service or charge not listed will be assumed to be included in the proposed fees and may not be billed to the City

_____ **Authorized Signature**

_____ **Title**

_____ **Name of Company**

_____ **Date**

Insurance Requirements

Eligibility System PUR 16-006

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)
5. **Crime Coverage or Fidelity Bond:** covering the dishonest acts of employees furnished by Consultant, including coverage for Employee Theft, Employee Dishonesty, Computer and funds transfer fraud, Forgery or Alteration, and Theft of Money and Securities of the City by the Consultant, its employees or subcontractors. The limit shall not be less than **\$250,000** each occurrence.

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be endorsed as **primary** insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- o City of Stockton
- o Attention: Risk Services
- o 425 N El Dorado Street
- o Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.