

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
TO PROVIDE BENEFITS CONSULTANT SERVICES
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 14-024)**



**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, SEPTEMBER 18, 2014,
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 sealed proposals are invited by the City of Stockton, California to provide **BENEFITS CONSULTANT SERVICES (PUR 14-024)** in strict accordance with the specifications.

The City is seeking proposals for services that are independent of any broker activities/associations and can provide high quality health and ancillary benefits consultation services. This project contract start date is December 16, 2014.

The request for proposal specifications and forms can be obtained from the City of Stockton's website at <http://www.stocktongov.com/services/business/bidflash/default.html> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, 95202, up to but no later than **2:00 p.m., on THURSDAY, SEPTEMBER 18, 2014.**

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

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

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING

via email - Purchasing@stocktongov.com

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

Dated: August 28, 2014

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 24-26 FOLLOWED BY YOUR PROPOSAL BASED ON SECTION 3, THEN SECTION 2).

 - * ___ 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 (SECTION 2.2 C) 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 signatory.

 - * ___ To the City, submit one (1) ORIGINAL (unbound and no staples) and SEVEN (7) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal and all proposal documents.

 - * ___ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/services/business/bidflash/default.html>.

 - * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, up to but no later than **September 18, 2014, 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 – BENEFITS CONSULTANT SERVICES FOR THE CITY OF STOCKTON**
B) PUR 14-024
C) SEPTEMBER 18, 2014

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

Tami Matuska, HUMAN RESOURCES
Concepcion Gayotin, PURCHASING

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*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 qualifications and capabilities to provide BENEFITS CONSULTANT SERVICES (PUR 14-024) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **2:00 p.m., on, September 18, 2014**, 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 Seven (7) 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 BENEFITS CONSULTANT SERVICES for the City of Stockton (PUR 14-024)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

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 Title 5, Chapter 5.08, License Taxes, shall be granted 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 Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

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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. 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 <http://www.stocktongov.com/services/business/bidflash/default.html>. Failure

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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.

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

via email - Purchasing@stocktongov.com

Such request for clarifications/questions shall be delivered to the City via email by September 8, 2014, end of day. Any City response to a request for clarifications/questions will be posted on the City's website at <http://www.stocktongov.com/services/business/bidflash/default.html> by September 12, 2014, end of day, and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

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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 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. Any exceptions to the insurance requirement may result in a non-responsive proposal.

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 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.

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1.13 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder'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 are subject to amendment or waiver if so approved in writing by the Risk Manager.

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.

1.14 HOLD HARMLESS DEFENSE CLAUSE

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement.

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The proponent shall assert that these indemnification/Hold Harmless provisions will be adhered to as part of their proposal. *Failure to agree with this language may result in a proposal being deemed unresponsive.*

1.15 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.

1.16 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.

1.17 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.

1.18 TERM

Anticipated contract award is three (3) years with the option to renew for two (2) additional one-year periods. The projected start date is December 16, 2014.

1.19 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.

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1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 AWARD

Upon conclusion of the Request process, a contract may be awarded to provide BENEFITS CONSULTANT SERVICES 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.

1.25 PRODUCT OWNERSHIP

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

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1.26 **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.**

1.27 **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.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

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2.0 BACKGROUND

The City of Stockton is requesting proposals from qualified vendors in the area of employee health and affiliated benefits to provide “Employee Benefit Consultation Services”. The City seeks proposals that cover in depth consultation for Health Benefits, to include Pharmacy Benefits Management, Vision and Dental plan advisement, and Ancillary/Voluntary Benefit Consultation Services, to include Life, Disability, Section 125, Voluntary insurance products, and Employee Assistance Plan benefits. The consultant shall also be able to provide annual actuarial reporting and consultation relative to setting health benefit rates and other funding considerations.

The City seeks a consultant that is experienced in providing consultation as described above for self-insured and fully insured health and ancillary benefits in the public agency sector. The City has undergone significant benefit design and delivery changes over the last several years due to financial issues, strategic policy decisions, the Affordable Care Act (ACA), and the general change of the benefits marketplace in the Stockton area. Assistance will be related to formulating benefit delivery structures, administering and advising on vendor bid and request for proposal (RFP) processes, responding to ACA requirements, and other general consulting matters. The consultant shall be able to provide legislative updates and associated advisement. The consultant must be available for ongoing and ad hoc meetings and be able to work well with various levels of labor, staff, and management. Provision of comprehensive actuarial services is essential.

The City anticipates entering into a new agreement with the prospective vendor by December 16, 2014 and will require the consultant to be prepared to immediately engage in health plan renewal processes.

The City is not seeking the services of a broker. Proponent shall agree that all charges will be made in the form of an hourly rate charge including all incidental charges for travel, telephone, and postage. The City does not reimburse the proponent for these expenses outside of the hourly billed rate. Proponent shall further agree that no supplemental income will be accepted by proponent in the form of commission, supplemental bonus payments, reimbursement for administrative expenses, overrides or any other form of remuneration from any current or potential future vendors to the City, Insurance Companies, Managed Care organization, vision or dental service providers, or other organizations as a direct or indirect result of a contract with the City. Consultation must be predicated solely on the needs of the City and devoid of any other influences relative to financial streams outside the construct of remuneration for the desired consultation services. Also, it

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Is desired that the proponent is able to provide all services required without the use of subcontractors.

The City currently offers a self-insured medical plan for active employees and their eligible dependents, the Modified Medical Plan, and allows retirees to enroll and pay the entire cost of participation in the Modified Medical Plan. A small group is enrolled in a closed medical plan only for retirees, the Original Plan, which is also self-insured. The City also offers a fully insured Kaiser medical plan option. In addition, dental and vision benefits are offered to City employees through various providers. An enrollment snapshot as of July 1, 2014 reflects an enrollment of approximately 1,332 active employees and 80 retirees, with a total enrollment close to 4,000 lives, including dependents. The City also offers Ancillary/Voluntary Benefit programs, to include Life, Long Term Disability (LTD), Section 125, and Employee Assistance Plan (EAP) benefits. The City seeks proposals that cover in depth consultation for all Health Benefits, to include Pharmacy Benefits Management, Vision and Dental plan advisement, and Ancillary/Voluntary Benefit Consultation Services, to include Life, LTD, Section 125, and EAP benefits.

The City requires ongoing consultation services from a provider experienced in working with public entities that provide both self-insured and fully insured health and ancillary benefits programs. Services will be related to formulating benefit delivery structures, administering and advising on vendor bid and RFP processes, providing advice and responding to ACA requirements, and other general consulting matters. The provider of services shall be able to provide legislative updates and associated advisement. The provider of services must be available for ongoing and ad hoc meetings and be able to work well with various levels of labor, staff, and management. Provision of comprehensive actuarial services is essential.

2.1 SCOPE OF WORK

The City is seeking proposals for services that are independent of any broker activities/associations and can provide high quality health and ancillary benefits consultation services. The contract would be effective December 16, 2014 and have a base period of three (3) years. Two (2) additional one-year option periods would be available unless timely notice of desire not to renew is received. Timely notice shall be no less than 180 days.

A. General Consultation Services will include, but are not limited to:

1. Provide ongoing consultation regarding efficacy and sustainability of health and ancillary benefit offerings. This includes ongoing assessment and advisement regarding benefit program structures and alternatives.

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2. Provide assistance in discussions/negotiations with labor groups regarding benefit structure, costs, etc.
3. Provide consultation on Affordable Care Act (ACA) mandated activities. This would include assessment of current mandates and any updated or changed guidelines relative to this changing construct.
4. Provide updates on any state or federal legislative or regulatory activity regarding benefits programs and provide guidance for compliance.
5. Provide vendor management services for all programs to ensure cost effective administration of benefit plans and assist in resolving issues related thereto.
6. Provide data analysis of monthly health, prescription, vision, and dental plan trends; and advice regarding plan and/or vendor issues; and recommend solutions.
7. Meet by telephone weekly (or in person as needed) to discuss benefit-related issues.
8. Prepare and present benefit-related information to City Council, labor groups, employees, and staff as needed.
9. Administer annual solicitation, review, and recommendation for Stop Loss coverage for the health program.
10. Provide staff access to benefits training opportunities via webinars, newsletters, onsite seminars, or any other means of delivery available.

B. Request for Proposal (RFP) and Bid Administration Services shall include development of desired contractor specifications, review and presentation of submittals to selection committees, and advisement on final selection. It is anticipated the following areas will require RFP or bid processes during the course of the anticipated three-year base agreement and the two individual option years:

Year	Contract Process Services (Bid or RFP)
2015	Occupational Health Services
2015	Additional and/or replacement medical plan options
2015/2016	Stop Loss
2016	Dental
2016	Vision
2016	Life
2016	Long Term Disability (LTD)
2017	Pharmacy

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2019	Deferred Compensation
2019	Third Party Administrator and/or Eligibility System
2019	Section 125: Flexible Spending, Day Care Flex, Transportation
2019	Voluntary Insurance Products
2019	Employee Assistance Program (EAP)

C. Actuarial Services shall include, but are not limited to:

1. Prepare an annual actuary report that evaluates health benefit program history and provides rate and reserve recommendations for each fiscal year.
2. Present annual actuary report and recommendations to labor groups in advance of presentation to City Council.
3. Present annual actuary report and recommendations to City Council.
4. Work with City, Human Resources, and Budget Staff in developing rates and reserves for budgetary purposes.

2.2 PROPONENT RESPONSE SECTION

A. General Questions – Basic Responses Required

In this section, please check each question “yes” or “no”. For all “no” responses must have an explanation included in the response section immediately following this section.

	General Questions	Yes	No
1	Will you agree to be bound by the terms of your proposal until a final contract is executed?		
2	Do you agree to all the terms and conditions contained in this RFP, to include the insurance and indemnification requirements ?		
3	The contract with the successful vendor must be finalized within 30 days after notification of intent to award has been provided. Can you comply with this requirement?		
4	Are the costs for services provided in your cost proposal all inclusive with no other fees or charges contemplated?		
5	The City requires that it maintain the right to terminate the contract provided that it gives 60-days advance written notification to the contractor. Do you agree to this provision?		
6	Do you have a formal HIPAA compliance plan in place?		
7	Can you assert that your company has not been found to have received commissions, override bonuses, or other contingent income that was not previously disclosed to your clients within the last five (5) years?		
8	Public Record: All or part of any RFP submittal may be released for public record as part of the State of California Public Records Act. Are you aware that portions of your RFP may be released as public record?		

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9	Do you declare that there is no conflict of interest with any City representative, employee, or vendor and your organization?		
10	Do you have the ability to maintain adequate files/records and meet statistical reporting requirements?		
11	Do you have the administrative and fiscal capability to provide and manage the proposed services and ensure an adequate audit trail?		
12	Are you an independent company with no ties to any company that may be associated with the City of Stockton?		
13	Are you able to meet the presentation/participation requirements listed in this RFP?		
14	If you are awarded this contract, you will be required to submit itemized invoices for each service/project performed. Indicate "yes" if you understand and acceptance this requirement.		
15	If you are awarded this contract, do you understand that no supplemental income will be accepted by your organization from any current or potential future vendors in the form of commission, supplemental bonus payments, reimbursement for administrative expenses, overrides, or any other form of remuneration as a direct or indirect result of a contract with the City?		

General Questions – Explanation of any “No” Responses

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B. Questionnaire – Detailed Responses Required

1. **Organizational Background:**
Please provide a general background of your organization. Ensure to include information that emphasizes your work with public entities, self-insured plans, and your independence from brokerage-type operations and revenue streams relative to the services you are proposing to provide.
2. **Consulting Team’s Experience and References:**
Provide a listing of professional staff that would be assigned to the City’s account should you be awarded the contract. Please ensure you include location of staff, titles, and roles of each individual, qualifications and experience levels relative to the services being provided.
3. **Firm’s Experience with Governmental Agencies:**
Provide the names of three public entity clients that are similar to the City and summarize the services provided, compensation arrangements, and any substantive positive results related to those services.
4. **Other Services:**
In addition to the scope of services outlined in this RFP document, provide a discussion of other services you would recommend be provided. Include a rationale for any such recommendation and any associated costs. These costs should also be included in the Cost Proposal Information section as optional services not contemplated herein.
5. **Training:**
Describe all training delivery mechanisms that your company provides. This could be access to webinars, newsletters, seminars, etc. Itemize and indicate any additional costs that may be involved. These costs should also be included in the Cost Proposal Information section
6. **Organizational Philosophy:**
Describe your firm’s service philosophy. Does your firm view the customer relationship as project management or account management? How do you define the two relationships?
7. **Transparency:**
Describe your organization’s philosophy regarding the role of transparency in delivering the services proposed by your firm.
8. **Consultant’s Role in RFP/Bid Process:**
Describe what you believe to be your company’s role in administering RFP and bid processes.

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9. Organizational Distinction:

What makes your organization unique from other employee benefit consultant firms?

10. Organizational Experience:

Describe your firm's specific experience and resources in the following consultation areas:

- | | |
|------------------------------|---------------------------------------|
| a. Medical Benefit Programs | g. Disability |
| b. Dental Benefit Programs | h. Compliance Consulting |
| c. Vision Benefit Programs | i. Compensation/Collective Bargaining |
| d. Pharmacy Benefit Programs | j. Claims auditing |
| e. Health Actuarial Services | k. HIPAA audit/compliance |
| f. Stop Loss Procurement | l. Employee Communication Services |

Ensure to include details on provider network access, fully and self-insured experience, industry reputation, ability to leverage service and pricing for the City's programs, and any other information you consider pertinent.

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C. Cost Proposal Information (Under Separate Cover)

Costs shall be estimated at a maximum for each service within each fiscal year noted. A fiscal year runs from July 1 to June 30. Please note that the contract will begin in the middle of Fiscal Year 2014-15 when you list charges for specific services. It is anticipated that billing will be itemized with a specified individual and activity indicated along with a per hour charge for the individual and total time spent on a given task. However, the maximums included in this cost proposal shall not be exceeded. Include any other costs for services that are discussed above. Also describe in detail how your organization will charge for additional projects or services that the City may require during the contract period.

FISCAL YEAR	SERVICES TO BE PROVIDED	MAXIMUM CHARGE
	GENERAL CONSULTING	
FY 14-15	General Consulting	
FY 15-16	General Consulting	
FY 16-17	General Consulting	
FY 17-18	General Consulting	
FY 18-19	General Consulting	
	HEALTH ACTUARY	
FY 14-15	Health Actuary	
FY 15-16	Health Actuary	
FY 16-17	Health Actuary	
FY 17-18	Health Actuary	
FY 18-19	Health Actuary	
	VENDOR CONTRACTS RFP/Bids	
FY 15-16	Occupational Health Services	
FY 15-16	Additional and/or replacement medical plan options	
FY 15-16	Stop Loss	
FY 16-17	Dental	
FY 16-17	Vision	
FY 16-17	Life	
FY 16-17	Long Term Disability (LTD)	
FY 16-17	Pharmacy	
FY 18-19	Deferred Compensation	
FY 18-19	Third Party Administrator and/or Eligibility System	
FY 18-19	Section 125: Flexible Spending, Day Care Expense, Transportation	
FY 18-19	Voluntary Insurance Products	
FY 18-19	Employee Assistance Program (EAP)	

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D. References

Please provide at least four (4) references. Three (3) of these references must be a public entity. Ensure to provide an appropriate contact person for each reference and include the person's email address, phone number and position title.

E. Project Work Plan

Please provide a sample project plan.

F. Sample Agreement

Please provide a sample agreement that complies with the specifications of the RFP.

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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 regards 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 Work.
- C. Any 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 Seven (7) 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. Note: Submit electronic proposal questionnaire in Microsoft Office version 2010 Word and Excel format.

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 firm authorized to bind the firm to all commitments 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 firm.

3.0.2 MINIMUM EXPERIENCE QUALIFICATIONS SUMMARY

Provide a statement of professional experience and ability.

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3.0.3 MANAGEMENT/METHOD OF OPERATION

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

3.0.4 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 firm 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.

3.0.5 CORPORATE STRUCTURE, ORGANIZATION

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

3.0.6 OTHER STATEMENTS

Provide a statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.

Provide a statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proponent or competitor for the purpose of restricting competition.

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Provide a statement that all declarations in the proposal and attachments are true and that this shall constitute a warrant, the falsity of which will entitle the City to pursue any remedy by law.

Provide a statement that the Proponent agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.

Provide a statement that the Proponent agrees to provide the City with any other information the City determines is necessary for an accurate determination of the Proponent's ability to perform the services as proposed; and

Provide a statement that the prospective Proponent, if selected, will comply with all applicable rules, laws and regulations.

3.0.7 PROPOSAL FEE UNDER SEPARATE COVER

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

Complete and include Section 2.2 Cost Proposal Information. Also submit this section under separate cover.

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

3.0.9 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 the proponent can add after all other requirements.

3.0.10 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 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 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.

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3.0.13 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 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.

3.2 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.

3.3 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 Firm. Selection or rejection of the proposal shall not affect this right.

3.4 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 firm which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENTS

- A) RFP – BENEFITS CONSULTANT SERVICES
- B) PUR 14-024
- C) SEPTEMBER 18, 2014

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 <http://www.stocktongov.com/services/business/bidflash/default.html>.
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.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO. /FAX NO.

DATE

E-MAIL ADDRESS

EXHIBIT 1
INSURANCE REQUIREMENTS
BENEFITS CONSULTANT SERVICES PROVIDER

PROVIDER shall procure and maintain for the duration of the Agreement, insurance against all 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 PROVIDER, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Provider shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
 - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
 - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
 - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$2,000,000 per Claim/\$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.
- (iii) **CRIME INSURANCE OR FIDELITY BOND** covering the dishonest acts of employees furnished by Contractor, including coverage for theft of property of the City by the Contractor, its employees or subcontractors. The limit shall not be less than \$1,000,000 each occurrence

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date PROVIDER completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Provider's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Provider's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Provider and its insurer shall agree to commit the Provider's full policy limits and these minimum requirements shall not restrict the Provider's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
Attention: Risk Services
425 N. El Dorado Street
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Provider shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Provider 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.

If the Provider should subcontract all or any portion of the work to be performed in this contract, the Provider shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.