

# **REQUEST FOR PROPOSALS**

Item Description: HEALTHCARE CONSULTANT RFP (3-YEAR CONTRACT WITH TWO 1-YEAR OPTIONS FOR RENEWAL)

Procurement/MinuteTraq #: 47361

Date to be opened: 4/7/2025

**Issuing Department**: Department of People & Culture | Total Rewards

# **QUESTIONS**

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: <u>purchasing@providenceri.gov</u>
    - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: <u>gdiaz@providenceri.gov</u>
    - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - Name: Ashley Fioravanti
  - Title: Deputy Chief People Officer Total Compensation
  - o Email Address: afioravanti@providenceri.gov
  - Name: Rolanda Leah Chance
  - Title: Director of Total Rewards
  - Email Address: rchance@providenceri.gov

# **Pre-bid Conference**

There is no pre-bid conference scheduled for this item.

Deadline for questions submissions: March 24, 2025, by 2:00 PM (EST). Via email only.



## **INSTRUCTIONS FOR SUBMISSION**

# Meeting Date: 4/7/2025

Bids may be submitted up to 2:15 P.M. on the above meeting date at the <u>Department of the City Clerk. Room</u> 311, City Hall. 25 Dorrance Street, Providence. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

**\*\***<u>PLEASE NOTE</u>: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

# This information is <u>NOT</u> requested to be provided in your initial bid by design.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



# **BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11-112) or on: <u>https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurementprogram/</u>

# \*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are **REQUIRED.** (With the exception of financial assurances, which are only required if specified on page 5.)

\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



# **NOTICE TO VENDORS**

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's <u>Open Meetings Portal</u>.
- 9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 10. In case of error in the extension of prices quoted, the unit price will govern.
- 11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 13. A certificate of insurance will normally be required of a successful vendor.
- 14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (<u>RIGL Sec. 37-13-1 et seq</u>.)
- 15. No goods should be delivered, or work started without a Purchase Order.
- 16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



# **BID TERMS**

- Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany a bid, or the bid will not be considered by the Board of Contract and Supply</u>. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a) A certified check for <u>\$</u> must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b) A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  $\boxtimes$  No financial assurance is necessary for this item.
- 2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
- 3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

# The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. **The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:** 

- 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
- 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



### **BID FORM 1: Bidders Blank**

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
- 5. All bids MUST BE SIGNED IN INK.

#### Name of Bidder (Firm or Individual):

Contact Name:
Business Address:
Business Phone #:
Contact Email Address:
Agrees to bid on (Write the "Item Description" here):
If the bidder's company is based in a state other than Rhode
Island, list name and contact information for a local agent
for service of process that is located within Rhode Island
Delivery Date (if applicable):
Name of Surety Company (if applicable):
Total Amount in Writing*:
Total Amount in Figures*:
*If you are submitting a unit price bid, please insert "Unit Price Bid"
Use additional pages if necessary for additional bidding details.

Signature of Representation



### **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

Upon behalf of	(Firm or Individual Bidding),
I,	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify that:

- 1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
- 2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_.

Signature of Representation

Printed Name



## **BID FORM 3: Certificate Regarding Public Records**

Upon behalf of	(Firm or Individual Bidding),
Ι,	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify an

understanding that:

- 1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
- 2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
- 3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
- 4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
- 5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_.

Signature of Representation

Printed Name



## **BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per <u>R.I.G.L. § 36-14-2</u>, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: \_\_\_\_\_\_\_
Position in the "Business" \_\_\_\_\_\_
Name of Entity \_\_\_\_\_\_
Address: \_\_\_\_\_
Phone number: \_\_\_\_\_\_

The number of persons or entities in your entity that are required to report under Sec. 21.-28.1 (e):

### Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under <u>Sec. 21.-28.1 (e)</u>).

a. Members of the Providence City Council?  $\Box$  Yes  $\Box$  No

• If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  $\Box$  Yes  $\Box$  No

 If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):
 Contribution Amount(s):



- c. The Mayor of Providence?  $\Box$  Yes  $\Box$  No
  - If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence?  $\Box$  Yes  $\Box$  No

• If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



# **MBE/WBE Participation Plan**

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:							
Bidder's Address:							
Point of Contact:							
Telephone:							
Email:							
Procurement #:							
Project Name:							
<ul> <li>Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).</li> <li>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</li> <li>Nonprofit organizations are not required to complete the rest of this form.</li> <li>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</li> </ul>							
Name of Subcontracto							
Type of RI Certification	on:	□MBE		BE	□Neither		
Address:							
Point of Contact:							
Telephone:							
Email:							
Detailed Description of Performed by Subcont to be Supplied by Supp of Work provided in the Total Contract Value (	ractor or Materials plier Per the Scope ne RFP		Subcontra Value (\$):	ct	Partic Rate	ipation (%):	
Anticipated Date of Pe	erformance:						
I certify under penalty of perjury that the forgoing statements are true and correct.							
Prime Contractor/Ve	endor Signature			Ti	tle		Date
Subcontractor/Suppl	ier Signature			Т	itle		Date

\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.



### **MBE/WBE Waiver Request Form**

### Fill out this form only if you did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <u>gdiaz@providenceri.govmailto:mbe-wbe@providenceri.gov</u>, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed**, **City Department Directors should not** recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder:	Contact Email and Phone	
Company Name, Address:	Trade	
Project /Item Description (as seen on RFP):		

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_\_% MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor /
or Duly Authorized Representative

Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representative Printed Name

Date Signed

Printed Name of City of Providence MBE/WBE Outreach Director Date Signed



# **BID PACKAGE SPECIFICATIONS**

# **Overview**

The City of Providence intends to accept competitive sealed proposals to acquire the services described herein. The intent of this RFP is to solicit proposals from health insurance consulting firms with health insurance actuarial and consulting expertise to assist the Department of People & Culture | Total Rewards in the provision and administration of self-insured health insurance benefits for public employees and retirees of the City of Providence.

Following the opening of the sealed proposals, discussions for the purpose of clarification to assure full understanding of the solicitation requirements may be conducted by the City of Providence. Bidders shall be accorded fair and equal treatment with respect to any opportunity or discussion and revision of proposals. In conducting any such discussion, there shall be no disclosure of any information derived from proposals submitted by competing bidders, including the name of a potential bidder, pricing, or any specific deliverables not included as a requirement of this Request for Proposals.

# **Scope of Work**

The City of Providence is a self-insured employer that currently provides health insurance benefits to active employees, pre-65 retirees, post-65 retirees, and qualified dependents for approximately 19,000 lives. The insured include individuals covered by collective bargaining agreements such as Police, Fire, Local 1033 (municipal clerical, administrative, and labor), School Clerks, Teachers, and School Administrators, as well as non-union personnel. The Fiscal 2025 City's Healthcare budget is \$117,585,015. This budget does not reflect any voluntary benefits that are offered by the City of Providence but are funded by employee contributions.

# **Required Services to be Performed**

The City requires health insurance actuarial and consulting services including health insurance program strategy, design and integration, funding, compliance, and financial analysis. Responsibilities of the selected bidder include:

- Analyze City health care data to discern the impact of utilization, price, trends, and demographics on the cost of programs, providing summary impact reports to the City of Providence's Department of People & Culture | Total Rewards
- Assist the City in its procurement process for insurance vendors, evaluating the network and financial components of proposals received, negotiations, and determining the most advantageous funding arrangement for the City of Providence. Cost for services will be included in fee amount proposed by the bidder
- Negotiate competitive financial contracts with all of our carriers resulting in significant savings to the City of Providence
- Guide and assist the City of Providence with the implementation of complex projects and initiatives



that span multiple fiscal years

- Assist in the administration of benefit initiatives, with a focus on streamlining the City's benefit offerings to include, but not limited to; auditing, communications, and process evaluations
- Provide ongoing support to the City of Providence, through its Department of People & Culture | Total Rewards on health insurance regulation, including advising and implementing changes under health care law, such as the Affordable Care Act, including multiple reviews of plan designs and advise on regulatory and legal compliance
- Provide detailed plan design and savings analysis and information for collective bargaining contract negotiations as needed
- Provide the City actuarial projections for its health insurance program costs against the City's operating budget for purposes of review and analysis
- Advise the City of Providence on significant healthcare marketplace trends proactively
- Recommend plan design provisions, contribution strategies, and health and welfare initiatives to achieve the City of Providence's targeted savings
- Provide the City with recommendations with respect to union bargaining negotiations

The successful firm shall supply a local consulting team to provide the below services for the contract term of three (3) years, from July 1, 2025 - June 30, 2028, with the option to extend for two one years.

Specific examples of work to be completed include:

# A. Actuarial Services

- Access and utilize claims data from third party vendors in order to establish premium rate equivalents for self-funded plans, which include national medical trending rates. Such actuarial projections may include, but not be limited to a breakdown by employer type, group, or subgroup
- Assist in the development of contribution strategies
- Calculate the financial impact of proposed plan changes
- Provide financial projections and attend monthly financial analysis meetings with the City Total Rewards/Benefits and Finance Departments
- Monitor the plan's experience and provide actuarial analysis
- Study and compare utilization with national and regional trends; make recommendations, and develop projections of future costs
- Explore and assess risk management alternatives including stop loss and reinsurance options
- Development of annual working rates in accordance with the annual healthcare budget for the City
- Provide specialized services and analysis upon request



### **B.** Market Trend Analysis

- Advise the City of Providence on plan design changes, as well as the impact on cost, and quality of care related to such changes
- Assist in designing a comprehensive wellness program that links claims experience to wellness initiatives
- Study current plans to provide the City with the minimum value determination of such plans
- Recommend low-cost plans as a possible offering to ensure that all employees have an option for some type of affordable health insurance coverage
- Providing consulting as may be necessary on the current plans offered by the City and recommend alternatives as requested
- Find and present best practices from other municipal governments and large employers including successes, empirical data, and when appropriate, plans for implementation
- Benchmarking Data analysis

### C. Communications

- Provide sample language/materials for benefit-related communications, announcements, or changes
- Prepare presentations and participate in meetings with internal and external stakeholders as requested
- Ability to create custom communication materials to educate employees on City benefits
- Provide best practices and guidance on communications aimed at changing behavior around benefit utilization
- Advise the City on healthcare communication strategies as requested

### **D.** Reporting and Analysis

- Analytical reports may be required by employer type, region, carriers, coverage tiers, employment status, and other breakdowns as required, which could include demographic analysis
- Provide the City of Providence with complex monthly financial reporting which tracks the financial impact of the plan and also compares the plans based on actuarial projections against budget
- Provide the City a quarterly cost savings analysis where initiatives, programs, plan designs, and other cost saving interventions are introduced to the City for evaluation and consideration of feasibility.



- Assist the City of Providence in providing reporting and actuarial services for collective bargaining negotiations and vendor contract renewals
- Ability to provide technical reports and analysis requested by the City within deadlines

# E. Compliance and Audits

- Provide the Department of People & Culture | Total Rewards training on compliance topics (i.e. ACA requirements, HIPAA, COBRA, etc.)
- Advise and assist with HIPAA requirements, including advising the City on rules surrounding personal health information (PHI) and communicating employees' individual rights
- Advise, assist, and train People & Culture staff on COBRA rules, regulations and requirements
- Advise and assist the City with implementation of Affordable Care Act (ACA) requirements including:
  - 1095-C Process
  - Transitional Reinsurance Fee
  - PCORI Fee
  - Excise Tax
  - Medicare
  - Attestation Clause
  - Excise Tax
  - All regulations and requirements to stay current with Compliance
- Training staff on any and all compliance topics as requested
- Advise and assist City Total Rewards' staff with complex Medicare Requirements
- Review and advise on vendor contracts
- Regular Compliance Check-In meetings
- Provide audits as requested by the City (i.e. co-share audit, claims audits, etc.)

# F. Meeting Attendance and Presentations

- Attend monthly financial meetings
- Attend frequent in person and teleconference meetings with City staff and vendors as required
- Attend after hours meetings as requested, including public meetings where testimony is required on public record

# G. Litigation Support



- Testify in legal cases as required (i.e. depositions, arbitrations, etc.)
- Provide documents and information for legal case discovery as requested
- Assist the Department of People & Culture and Law Department with information for cases when requested

# H. Technology Acquisition and Support

- Provide access to and support implementation of a benefits administration platform that can be customized to the City's needs, streamlining processes, enhancing employee experience, and ensuring compliance with relevant regulatory requirements
- Provide ongoing technology support services to ensure optimal performance, reliability, and security of implemented systems.

# I. Disaster Recovery and Security

- Provide safety uses, disclosures, and safeguards
- Provide guidance on risk management activities
- Provide required legal documentation and disclosures
- Advise the City on privacy official designation and their essential duties

# J. Learning and Development

• Training staff on total rewards and benefits concepts to enhance their ability to effectively communicate and administer these programs as requested

# **Proposed Schedule**

- Publication of RFP March 10, 2025
- Opening of Bids April 7, 2025
- Recommendation for Award May 5, 2025

# **Evaluation Criteria**

All proposers will be judged on:

- Ability to evaluate the effectiveness of health plans versus other methods of delivery of healthcare services as applied to the City's plan
- Ability to provide high-level customer support and service the City effectively



- Ability to provide consulting services to the City in developing and evaluating Requests for Proposals (RFPs) for healthcare services in a timely manner
- Ability to keep City informed of healthcare legislation and major market trends
- Ability to provide concise, timely, and effective information to support decision-making for the City
- Ability to provide actuarial services as requested
- Ability to deliver services at a reasonable price that is consistent with the value of the services provided.
- Ability to provide appropriate recommendations to the City on plan design changes to effect costsavings measures
- Ability to research and evaluate healthcare alternatives
- Ability to effectively communicate timely

• Ability to provide accurate analysis of healthcare data and make sound actuarial healthcare budget projections

# **Review Rubric:**

A bid will be considered qualified if it is scored at least 90 of the 110 possible points, as broken down below.

Non-Responsive	Somewhat Responsive	Responsive
Questionnaire: 78 possible points.		
Questions are not labeled and answered clearly, 0 points per unlabeled or unanswered question.	Questions are labeled but responses do not clearly answer questions, 1 point per question.	Questions are clearly labeled, and questions have been fully and clearly answered with information that was requested provided, 3 points.
Completeness: 12 possible points		
More than two documents required/requested in the RFP to review the application, including items requested in the bidder forms or in the Method of Evaluation section, are missing, 0 total points in this category.	Up to two documents required/requested in the RFP to review the application, including items requested in the bidder forms or in the Method of Evaluation section, are missing, 6 total points in this category.	No documents required/requested in the RFP to review the application, including items requested in the bidder forms or in the Method of Evaluation section, are missing, 12 total points in this category.
Quality: 20 possible points		



Response does not include	Response does include	Response does include
proposed services that contribute	proposed services that	proposed services that
to the plans and initiatives of the	contribute to some plans	contribute to all plans and
City as outlined in the RFP, 0 total	and initiatives of the City as	initiatives of the City as
points in this category.	outlined in the RFP, 10 total	outlined in the RFP, 20 total
	points in this category.	points in this category.

### Mandatory Response Format of Proposal:

All proposals must follow the required format and address all requirements Proposals must set forth accurate and complete information inclusive of the following items. At City of Providence discretion, failure to include any of this information will result in exclusion from consideration:

- Information about the Bidder The name, location, mailing addresses, telephone numbers, FEIN/SSN of the bidder and other pertinent information.
- Description of How Work Will Be Performed (Work plan)- Describe how you propose to perform the work outlined in Required Services to be Performed. Bidders must address and describe how the bidder will provide each listed service in Sections A-H in the order set forth therein.
- Must answer questionnaire in its entirety.
- Personnel Listing A complete listing of the professional staff identified in the work plan with their resumes. Each resume shall include the individual's qualifications and experience in the area of health insurance.
- Fees- Provide a fee schedule of rates, expected number of maximum annual hours and expected maximum annual cost. This fee schedule must reflect all expenses, including any and all increases projected to occur during the term of the contract.
- Additional Data any additional information, which the bidder wishes to, bring to the attention of the City of Providence, that is relevant to this RFP.
- Statement of Non-Discrimination- That the firm does not unlawfully discriminate in hiring, training, transfer, promotion, provision of compensation or employment benefits on the basis of Race, Color, Religion, National Origin, Sex/Gender, Gender Identity or expression, Age, Veteran Status, Marital Status, Sexual Orientation, Genetic Information or Disability.
- The firm shall provide a statement of compliance with the requirements of Title VI of the Civil Rights Act of 1964.



# SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

# You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.



### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

pay any costs associated with your collection of an outstanding invoice.

- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- The City may terminate this Agreement upon five
   (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.